

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

TENTATIVE AGENDA FOR NOVEMBER 7, 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 regarding each item they wish to speak on.
- 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 regarding each item they wish to speak on.
- 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) September 29, 2023 – Special Meeting
b) October 17, 2023 – Regular Board Meeting
c) October 23, 2023 – Special Meeting
d) October 27, 2023 – Special Meeting

CONSENT:

2. Approval of payment of processed invoices.
3. Approval of an amendment to the existing Development Agreement with Project Shark.
4. Approval of changes to Purchasing Policy and adoption of enabling Resolution.
5. Approval of Change Order No. 1 (Final) from Curt's Construction for the Rehab of Taxiway A and Taxiway Connectors at the Suwannee County Airport. Budget impact: decrease in the amount of \$131,176.43.

6. Approval of amendments to Suwannee County Personnel Rules & Regulations and adoption of enabling Resolution.
7. Approval of amendment to Local Housing Assistance Plan for Disaster Repair and adoption of enabling Resolution.
8. Authorization to extend the current lease with Beard Equipment for 544L Wheel Loader for 24 months with a warranty for the Road Department. Budgeted item.
9. Approval of Task Order with Locklear & Associates for Construction Engineering Services associated with the reconstruction of Express Street from Henry Avenue to Feed Mill Avenue. Budget impact: funded from the Road Department Professional Services line.
10. Approval of amended Task Order with North Florida Professional Services, Inc. for engineering services associated with CR136 & CR137 utility main extension-Markham water main extension. Budget impact: funded by ARPA funds.
11. Approval of Memorandum of Agreement with the State of Florida Department of Commerce detailing the terms and conditions of the re-designation of the North Central Rural Area of Opportunity.
12. Approval of agreement with Clemsons, Rutherford & Associates, Inc. for Professional Architectural Services. (RFQ 2023-16, opened August 15, 2023).
13. Authorization to work with 3rd Party grant management resources to prepare and submit FEMA's Building Infrastructure and Communities (BRIC) Grant application on behalf of Suwannee Valley Electric.
14. Authorization to apply for a Florida Forest Service Volunteer Fire Assistance Grant to purchase a fire hose.
15. Authorization to enter into a Piggyback Service Agreement between Public Consulting Group, LLC, and Suwannee County Fire Rescue for assistance with the Centers for Medicare and Medicaid Services (CMS) ground ambulance data collection system and authorize staff to execute any associated documents. Budget impact: \$35,000 to be paid from the EMS budget.
16. Award bid and authorize the Chairman to execute a contract with Curt's Construction for road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue – budget impact: funded by FDOT.
17. Declare Wes Haney Chevrolet as sole source provider and authorize the purchase of one 2023 Chevrolet Silverado Crew Cab 1500 in the amount of \$45,825 for the Parks & Recreation Department—budgeted item.
18. Request approval of the FY 2023/24 Library Annual Plan of Action for the Suwannee River Regional Library, as required via the Application for State Aid.
19. Renewal of Agreement with Liberty Partners of Tallahassee, LLC for a twelve-month term for research, grant writing, and administering.

TIME-SPECIFIC ITEMS:

20. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider an ordinance repealing that part of the Suwannee County Code assessing court costs to fund and administer Teen Court. (Adam Morrison, County Attorney)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

PROCLAMATIONS AND PRESENTATIONS:

21. Adoption of Resolution proclaiming November 2023 as “National Hospice & Palliative Care Month” in Suwannee County. (Amanda Butler, Haven)
22. Presentation by U.S. Small Business Administration. (Angel Class)
23. Presentation of Proclamation declaring November 15-22, 2023, “Farm-City Week.” (Carolyn Saft and Erin Jones, UF/IFAS Extension)

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

24. Greg Bailey, North Florida Professional Services.
25. **Additional Agenda Items.** The Chairman calls for additional items.
26. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
27. Administrator’s comments and information.
28. Board Members Inquiries, Requests, and Comments.

8:00 a.m.

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

Chairman White called the meeting to order at 8:09 a.m.

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

Commissioner Hale moved to approve renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Mobley seconded, and the motion carried unanimously. (Resolution No. 2023-35-06)

County Administrator Scott stated that leftover funds from 76th Street would be returned to the Florida Department of Transportation, who would then fund 80th Street, and discussed the estimated \$1.3 million for work on 68th Terrace, which had already been set aside by the County. He also noted that Water Management asked the County to manage Telford Springs and discussed recharging Peacock Lake.

Discussion ensued on various roads and right-of-way acquisition for road projects.

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

There being no further business to discuss, the meeting adjourned at 8:15 a.m.

ATTEST:

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

FRANKLIN WHITE, 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 Franklin White and Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 5:31 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

MINUTES:

The first item on the agenda was to approve the minutes of the September 25, 2023 Special Called Meeting, the September 25, 2023 Final Budget Hearing, the October 3, 2023 Regular Meeting, the October 5, 2023 Special Called meeting, and the October 11, 2023 Special Called meeting.

Commissioner Hale moved to approve the minutes of the September 25, 2023 Special Called Meeting, the September 25, 2023 Final Budget Hearing, the October 3, 2023 Regular Meeting, the October 5, 2023 Special Called meeting, and the October 11, 2023 Special Called meeting. Commissioner Perkins seconded, and the motion carried unanimously.

CONSENT:

Chairman White noted that the fourth item on the agenda was pulled for discussion and the eighth item was tabled for consideration at a later date.

The second item on the agenda was to approve payment of \$1,113,892.16 in processed invoices.

The third item on the agenda was approval of a renewal of a resolution declaring the Local State of Emergency due to Hurricane Idalia. **(Resolution No. 2023-35-09)**

The fourth item on the agenda was approval of a Funding Agreement between Suwannee County and Meridian Healthcare, Inc. in the amount of \$64,111 for the provision of mental health, Baker Act, and addiction services.

This item was pulled from the consent agenda for discussion.

The fifth item on the agenda was approval of a proposal from Locklear & Associates to provide engineering services associated with a comprehensive vulnerability assessment in accordance with Section 380.093, Florida Statutes.

The sixth item on the agenda was approval of Supplemental Agreement No. 1 with the Florida Department of Transportation (FPN 443415-1-34-01) releasing surplus funding of \$295,959 on the design phase of project CR49 and adoption of an enabling resolution. **(Agreement No. 2023-51-01 and Resolution No. 2024-07)**

The seventh item on the agenda was authorization to execute two checks from State Farm Insurance for a claim on a State Housing Initiatives Plan (SHIP) client's homeowner's insurance policy.

The eighth item on the agenda was to award Request for Proposal 2023-13 to RDK Truck Sales for ten (10) dump trucks for the Road Department. Budgeted items.

This item was tabled for consideration at a later date.

Commissioner Land moved to approve consent items 2-3 and 5-7. Commissioner Hale seconded, and the motion carried unanimously.

The fourth item on the agenda was approval of a Funding Agreement between Suwannee County and Meridian Healthcare, Inc. in the amount of \$64,111 for the provision of mental health, Baker Act, and addiction services.

County Administrator Scott clarified that there were actually two agreements included, the other being a donated space agreement.

County Attorney Morrison added that the County had an obligation to provide space or funding for Meridian, and this was the County's participation as required by law.

Some discussion ensued on the issue.

Mr. Moses Clepper, 14581 102nd Path, discussed the County's expenses with Meridian and the Health Department, which was not a non-profit organization. He noted the CEO's supposed \$500,000 salary as a reason the County should look at reducing its funding to them.

Brief discussion continued on what Meridian Healthcare provided to the County.

Commissioner Land moved to approve a Funding Agreement between Suwannee County and Meridian Healthcare, Inc. in the amount of \$64,111 for the provision of mental health, Baker Act, and addiction services and a space needs agreement for FY 2023-2024. Commissioner Hale seconded, and the motion carried unanimously. (Agreement No. 2024-06 and 2024-07).

TIME-SPECIFIC ITEMS:

The ninth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter can be heard, to hold a public hearing to consider Special Permit Request No. SP-23-10-01 by Tower Engineering Professionals, authorized agent for Glenda Sanford, to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (199-foot monopole communications tower and associated equipment) on property zoned A-1.

Chairman White opened the public hearing.

County Attorney Morrison swore in all those wishing to speak.

Mr. Ronald Meeks, Development Services Director, discussed the Special Permit in some detail, noting that it was located near the intersection of CR 137 and US 27, across from the Dollar General. Since Hurricane Idalia had stricken Suwannee County, the issue of an onsite generator had become an issue, but Mr. Meeks noted that a backup generator would be supplied as part of the project. He then entered the file into the record.

Chairman White opened the floor to public comments.

Mr. Harold Timmons, representing Tower Engineering Professionals, asked for questions.

Chairman White asked if the tower would fill existing gaps in coverage. Mr. Timmons replied that it would boost the service of an underserved area and improve surrounding areas as well. He added that backup generators were being provided on all towers, but he clarified that the carriers needed to provide their own backup generators as well for their own systems that were co-located on the towers.

Brief discussion ensued on backup generators and that most towers should now have them included in their plans.

Commissioner Land noted that cell phone service in and around Live Oak was out for three of four days after Hurricane Idalia, and he did not want a repeat in case of another disaster. He recommended amending the Land Development Regulations (LDRs) to require backup generators for co-locators on communications towers.

Discussion continued on backup generators.

There being no further comments, Chairman White closed the floor to public comments.

Commissioner Land noted that there were still several areas that had no or poor cell phone service. Mr. Timmons asked that Board members let Mr. Meeks know where those locations were, and he would try to find appropriate locations to add towers.

Commissioner Hale moved to approve Special Permit Request No. SP-23-10-01 by Tower Engineering Professionals, authorized agent for Glenda Sanford, to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (199-foot monopole communications tower and associated equipment) on property zoned A-1. Commissioner Land seconded, and the motion carried unanimously. (Resolution No. 2024-08)

Commissioner Land returned to a discussion of amending the LDRs to require backup generators for communications towers.

Mr. Meeks stated that the process should be rather simple, just adding some language requiring backup generators. He also noted that carriers routinely upgraded tower electrical equipment, and that would be a good time to have them add the backup generators as well since those requests did not come before the County Commission. Mr. Meeks also noted that the County routinely required the option to co-locate on towers, and it might be better just to add it to the LDRs as a requirement.

By consensus, the Board agreed to have Mr. Meeks and County Attorney Morrison work on language to amend LDRs to require backup generators.

CONSTITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Mr. Jason Furry, Parks and Recreation Director, noted the upcoming rodeo at the Coliseum and that he would soon bring a permanent agreement back to the Board for recreational services between the County and the Town of Branford.

PROCLAMATIONS AND PRESENTATIONS:

The tenth item on the agenda was to have a presentation of Visit Suwannee's new video.

Economic Development Director Jimmy Norris and Marketing Coordinator Charissa Setzer discussed the new Visit Suwannee video, funded by Visit Florida, and then presented it to the County Commission and public.

The Board thanked Mr. Norris and Mrs. Setzer for their hard work with tourism and economic development.

COMMISSIONERS ITEMS:

Chairman White noted that soil borings taken at the property adjoining the Branford mine had not turned up favorable, so the Hatch family was looking at more of their adjoining property for use to extend the County's mine.

COUNTY ATTORNEY ITEMS:

County Attorney Morrison stated that there was a piece of property deeded to the County in the Suwannee River Estates subdivision in the 1960s that had been put up for sale, but there had been an issue with the title because the block number had been left off the deed. He noted that Mrs. Dana Hill's office was working on fixing the deed, but all the members of the LLC were now deceased. County Attorney Morrison stated that the Board would need to file a lawsuit against the nonexistent LLC to have a receiver appointed to correct the deed. There would be some cost associated with the lawsuit, including a \$900 filing fee. The County Attorney in Columbia County had agreed to help with the process.

Commissioner Land asked for the process for filing. County Attorney Morrison replied that the process would take between two and five months, but there were several events involved.

Commissioner Land moved to approve having the County Attorney pursue clearing a title on a Suwannee River Estates lot. Commissioner Perkins seconded, and the motion carried unanimously.

GENERAL BUSINESS:

The eleventh item on the agenda was to set the meeting date, time, and location to extend the Local State of Emergency.

Discussion was held on various dates and times, and County Administrator Scott suggested holding the meeting on Monday, October 23, at 8 a.m. at the Airport. He added that there were some other items that would also be discussed at the meeting, including some public works projects and engineering work.

By consensus, the Board agreed to hold a meeting to extend the Local State of Emergency at 8:00 a.m. on Monday, October 23 at the Airport.

County Administrator Scott noted that this would probably be the last State of Emergency that would be extended in relation to Hurricane Idalia.

The twelfth item on the agenda was Additional Agenda Items.

There were none.

The thirteenth item on the agenda was public concerns and comments.

Mr. Clepper thanked the Board for pulling agenda item number eight, as he took issue with the Volvo vehicle proposed. He then discussed various options for vehicles if the Board chose later to proceed with purchasing or leasing in the future. Mr. Clepper suggested hiring an inventory clerk to find better deals for the County, thus saving money in the long run.

Mr. Ruben Crespo, Live Oak, stated that he had moved to Suwannee County from Brooklyn, New York, and he was appreciative of how nice the citizens were and how the area loved freedom. He also noted that a Love's Truck Stop was being built across from his property and wondered how to fight it.

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

County Administrator Scott stated that he had held a meeting with the Department of Transportation the previous day that had gone well. Staff would be visiting the old Jehovah's Witness Church north of Live Oak the following day for the possibility of buying it for use as a fire station. He asked for approval to advertise for an RFP for fence repair caused by Hurricane Idalia.

Commissioner Land moved to advertise for an RFP for fence repairs caused by Hurricane Idalia. Commissioner Mobley seconded, and the motion carried unanimously.

County Administrator Scott also discussed limbs and trees that were damaged from Hurricane Idalia and asked to advertise for either an RFP or bid for limb removal before someone was hurt.

Commissioner Perkins moved to advertise for an RFP for limb removal on County properties. Commissioner Mobley seconded, and the motion carried unanimously.

County Administrator Scott stated that the springs needed to be cleared of debris caused by Hurricane Idalia, and the Natural Resources Conservation Service through the USDA had offered to perform the work with a 20% match that could be reimbursable.

Commissioner Perkins moved to allow the Natural Resources Conservation Service through the USDA to clear debris in springs and other related waterways. Commissioner Hale seconded, and the motion carried unanimously.

County Administrator Scott discussed the hundreds of thousands of cubic yards of debris that had been removed by the State due to Hurricane Idalia, and after questioning, he believed the work to be

about halfway complete. The cost to the County, if the County had been forced to provide the work, would have been in the millions.

Discussion ensued on debris removal within the County and that the project would take another couple of months, at best.

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

Commissioner Hale noted the Business of the Year banquet held recently by the Chamber of Commerce, and thanked the community for their work and support, especially after the devastation caused by Hurricane Idalia.

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 6:43 p.m.

ATTEST:

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

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

8:00 a.m.

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

Chairman White called the meeting to order at 8:03 a.m.

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

Commissioner Land moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Perkins seconded, and the motion carried unanimously (4-0). (Resolution No. 2023-35-10)

The second item on the agenda was to approve a Change Order with Curt's Construction adding a 3' x 4' inlet at the intersection of Wideman Street and Jenkins, correct manhole adjustment unit price, and account for rounding of significant digits. Budget impact: an increase of \$4,599.99, paid by FDOT.

Commissioner Land moved to approve a Change Order with Curt's Construction adding a 3' x 4' inlet at the intersection of Wideman Street and Jenkins, correct manhole adjustment unit price, and account for rounding of significant digits. Budget impact: an increase of \$4,599.99, paid by FDOT. Commissioner Perkins seconded, and the motion carried unanimously (4-0). (Agreement No. 2022-118-03)

The third item on the agenda was approval of Pay Applications 2 and 3 from Curt's Construction for work associated with road reconstruction of Wideman Street and authorization for Finance to release the check. Budget impact: funded by FDOT.

Commissioner Perkins moved to approve Pay Applications 2 and 3 from Curt's Construction for work associated with road reconstruction of Wideman Street and authorization for Finance to release the check. Budget impact: funded by FDOT. Commissioner Land seconded, and the motion carried unanimously (4-0).

The fourth item on the agenda was approval of Pay Applications 3 and 4 from Curt's Construction for work associated with road reconstruction on Carter Avenue and authorization for the Finance Department to release the check. Budget impact: funded by FDOT.

Commissioner Perkins moved to approve Pay Applications 3 and 4 from Curt's Construction for work associated with road reconstruction on Carter Avenue and authorization for the Finance Department to release the check. Budget impact: funded by FDOT. Commissioner Mobley seconded, and the motion carried unanimously (4-0).

The fifth item on the agenda was to award Bid 2023-17 and authorize the Chairman to execute a contract with Music Construction, Inc. for the paving of 80th Terrace and 139th Drive. Budget impact: funded by FDOT.

Commissioner Mobley discussed change orders.

County Administrator Scott did not expect any change orders on this project.

Mrs. Brenda Flanagan, County Project Manager, explained that many recent change orders were due to drainage issues that had popped up during the work, and were entirely unexpected.

Commissioner Land moved to award Bid 2023-17 and authorize the Chairman to execute a contract with Music Construction, Inc. for the paving of 80th Terrace and 139th Drive. Budget impact: funded by FDOT. Commissioner Mobley seconded, and the motion carried unanimously (4-0). (Agreement No. 2024-08)

The sixth item on the agenda was approval of a Task Order with Locklear & Associates for Construction Engineering Services associated with the reconstruction of 80th Street and 139th Drive. Budget impact: funded from the Road Department Professional Services line.

County Administrator Scott stated that the County had changed its Construction Engineering and Inspection (CEI) method and the proposed company would work below the usual fee of 5-7% of the entire project cost.

Some discussion ensued on CEI.

Commissioner Land moved to approve a Task Order with Locklear & Associates for Construction Engineering Services associated with the reconstruction of 80th Street and 139th Drive. Budget impact: funded from the Road Department Professional Services line. Commissioner Mobley seconded, and the motion carried unanimously (4-0). (Agreement No. 2024-09)

County Administrator Scott discussed the potential fire station building previously owned by the Jehovah's Witnesses religious group on US 129 North. He noted that the asking price was \$695,000 but believed the number was too high.

Public Safety Director Eddie Hand suggested offering \$450,000 for the property, which would be much less than the estimated cost for a new station. He added that even with renovations and some structure additions, the total estimated cost of \$1.5 million was still well below the more than \$2 million estimated cost for a completely new building.

Some discussion ensued on the specific renovations required to bring up the building to current codes and Fire Rescue requirements.

County Administrator Scott clarified that the Board did not have to act today and discussed a needed appraisal.

Discussion continued on the building.

Commissioner Land suggested making an offer contingent upon a favorable appraisal, good for 60 days. He was hesitant to make a decision without Commissioner Hale, in whose district the building lay. County Administrator Scott replied that he had spoken with Commissioner Hale after County staff had inspected the building, and he was favorable to its acquisition.

An issue was brought up concerning the property lines, especially since it appeared that part of the paved driveway was on an easement to a “flag lot” behind the property.

County Attorney Morrison suggested the wording of the motion.

Commissioner Land moved to authorize the County Administrator to negotiate for the former Jehovah’s Witness property on US 129 North for up to \$500,000, subject to a 60-day feasibility study to address concerns brought forth by the Board, appropriate survey, and appraisal. Commissioner Mobley seconded, and the motion carried unanimously (4-0).

County Administrator Scott noted an upcoming special session of the Legislature in Tallahassee. He also discussed Project Summit, chip seal projects done for now, paving projects being scheduled, the restarting of mowing cycles, and an issue with a property owner who believed part of a road was her personal property and in which law enforcement may have to become involved.

County Attorney Morrison clarified that according to the Florida Statutes, if a county maintains a road for four or more years, it becomes a public right-of-way, and a private individual interfering with operations on it would be illegal.

Discussion ensued on tree trimming by State contractors.

Mrs. Betty Lawrence, Director of Libraries, requested that the Library System be closed December 1 for a professional development day.

The Board agreed by consensus to allow the Library System to close on December 1 for a professional development day.

October 23, 2023
Special Called Meeting
Airport Conference Room
Live Oak, Florida

County Administrator Scott apologized for the number of items on the agenda but noted that they were time-sensitive matters that needed to be addressed before the next regular meeting.

Chairman White noted that per his discussion at the previous County Commission meeting, he would need to have additional borings drilled on an additional piece of property for potential expansion of the County mine in Branford.

County Administrator Scott reminded the Board that it was time to renew his contract with them, and if there were any changes, to let him know.

Mr. Wayne Hannaka expressed concerns with large charge orders for projects.

Discussion ensued on change orders.

Mr. Jimmy Norris, Economic Development Director, provided new redistricting maps to the County Commission.

Commissioner Perkins further discussed the old Jehovah’s Witnesses property on US 129 North.

Discussion ensued on the building and the need for a feasibility study.

Commissioner Land moved to adjourn the meeting. Commissioner Perkins seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 8:42 a.m.

ATTEST:

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

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

October 27, 2023
Special Called Meeting
Airport Conference Room
Live Oak, Florida

8:30 a.m.

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

Chairman White called the meeting to order at 8:35 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 Land seconded, and the motion carried unanimously (4-0). (Resolution No. 2023-35-11)

Brief discussion ensued on hurricane-related debris on 86th Street.

Commissioner Hale moved to adjourn the meeting. Commissioner Land seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 8:38 a.m.

ATTEST:

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

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

SUWANNEE COUNTY

Administration

Executive Summary

Objective: Approve an amendment to the development agreement for Project Shark.

Considerations: Due to economic and supply chain issues outside of its control Project Shark is not able to reach the time requirements set in the original agreement.

Budget Impact: None.

Recommendation: Approve the amendment to the development agreement for Project Shark.

Respectfully submitted,

Dated: 10/31/2023

Jimmy Norris,
Economic Development Director

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075. ANY
REQUEST FOR OR RELEASE OF THIS RECORD SHALL BE REVIEWED BY THE COUNTY ATTORNEY

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN

SUWANNEE COUNTY, FLORIDA

AND

PROJECT SHARK

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this ___ day of _____, 2023 between **PROJECT SHARK** a Florida Corporation, whose mailing address is XXXXXXXXXXXXXXXXXXXX, (the "Company") and **SUWANNEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 13150 80th Terrace, Live Oak, Florida 32060, (the "County").

RECITALS

WHEREAS, parties entered into an economic development agreement on or about June 9th, 2022 – Suwannee County Agreement No. 2022-81 (the "agreement"); and,

WHEREAS, paragraph 3(c) of the agreement required **PROJECT SHARK** to complete construction of the project within 24 months of the effective date of the agreement; and,

WHEREAS, paragraph 4(e) of the agreement required **PROJECT SHARK** to have obtained permits and initiated "*Vertical Construction*" on the project within 18 months of the effective date of the agreement; and,

WHEREAS, **PROJECT SHARK** is not able to reach the time requirements set out in the above referenced paragraphs due to economic and supply chain issues outside of its control; and

WHEREAS, **PROJECT SHARK** needs additional time to meet the requirements set out in the above referenced paragraphs; and,

WHEREAS, both **PROJECT SHARK** and **SUWANNEE COUNTY** equally desire that **PROJECT SHARK** successfully accomplish the goals laid out in the agreement; and,

WHEREAS, paragraph 26 of the agreement provides that any amendment to the agreement be in writing and signed by both parties.

NOW, THEREFORE, in consideration of the above recitals and the following terms and conditions **PROJECT SHARK** and **SUWANNEE COUNTY** agree as follows :

- 1) **RECITALS INCORPORATED.** The recitals above are true and correct and are incorporated herein by reference.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

2) **AMENDMENT OF AGREEMENT TO ENLARGE TIME.**

a) Paragraph 3(c) of the agreement is hereby amended to read as follows (deletions are struck through and additions are underlined):

C. Company shall complete the construction of the Project and commence operation of business within ~~twenty-four (24)~~ forty eight (48) months of ~~the effective date of this Agreement June 9th, 2022.~~ Company further agrees that a property reverter clause as delineated in paragraph 4 below shall be effective; and

b) Paragraph 4(e) of the agreement is hereby amended to read as follows (deletions are struck through and additions are underlined):

E. Notwithstanding any other provision contained in this Section 4 and said exercise of the option to purchase and any transfer of title of properties to Company, the conveyance to Company shall be subject to a reverter clause in favor of the County for Company's failure to comply with this sub-paragraph as follows: Within ~~eighteen (18)~~ forty two (42) months of ~~the effective date of this Agreement June 9, 2022,~~ Company shall have obtained the appropriate building permits and initiated "Vertical Construction" on the property. Vertical construction contemplated herein includes the initiation of structural steel work or framing to include twenty percent (20%) of the facility as indicated on the Preliminary Site Plan or thirty percent (30%) installation of the designated Storage Facilities. Vertical construction does not include site preparation, foundation work or the pouring of any related slab or related road or access work. If Company fails to comply with the vertical construction requirements within the required time, County may exercise this reverter and Company shall re-convey the property to County within 30 days of Company receiving written notice from the County of Company's failure to comply with the vertical construction requirements. This clause shall survive any conveyance to Company under the option to purchase granted in paragraph 4 above.

3) **ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN EFFECT.** Nothing in this amendment should be construed as altering, changing, modifying or otherwise compromising any other clause, paragraph or term of the original agreement. All terms of the original agreement, save for the express amendments contained herein, remain in full force and effect.

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075. ANY REQUEST FOR OR RELEASE OF THIS RECORD SHALL BE REVIEWED BY THE COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties have executed this First Amendment to Economic Agreement.

PROJECT SHARK

XXXXXXXXXXXXXXXXXXXXX DATE
President and authorized agent of
PROJECT SHARK

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ of PROJECT SHARK, who _____ is personally known to me or _____ has provided _____ as identification.

(NOTARIAL SEAL) _____
NOTARY PUBLIC
My Commission Expires: _____

SUWANNEE COUNTY, FLORIDA

FRANKLIN WHITE, CHAIRMAN DATE
Suwannee County Board of County Commissioners

Attest: _____
Hon. Barry Baker
Clerk of Court

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Revisions to the Suwannee County Purchasing Policy

Considerations:

On July 20, 1993, the Board of of County Commissioners adopted Ordinance 1993-03 establishing uniform purchasing policies and procedures. From time to time revisions to those policies and procedures are necessary to comply with current needs and circumstances.

Modifications in spending limits are needed due to:

- Rapid rise of costs incurred by the Board.
- Allows efficiencies in providing services to the County
- Aligns more with comparable governmental agencies

Budget Impact:

None

Recommendation:

Approval of revisions to the Suwannee County Purchasing Policy and adoption of enabling Resolution.

Respectfully submitted,

Dated: November 7, 2023

Greg Scott,
County Administrator

RESOLUTION NO. 2024-_____
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA, REVISING PURCHASING POLICIES

WHEREAS, on July 20, 1993, the Board of County Commissioners adopted Ordinance 1993-03 establishing uniform purchasing policies and procedures for Suwannee County; and

WHEREAS, from time to time, the Board has found it necessary to amend or revise the purchasing policies and have done so by resolution authorized and approved by the Board; and

WHEREAS, once again, the Board finds it appropriate to revise those purchasing policies to comply with current needs and circumstances of the Board for the benefit of the citizens of Suwannee County.

BE IT THEREFORE RESOLVED by the Board of County Commissioners for Suwannee County, Florida as follows:

The Suwannee County Purchasing Policy was revised as reflected in the attached Draft. The policy shall have full force and effect as of November 7, 2023.

PASSED, ADOPTED and APPROVED, this 7th of November 2023.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

(Seal)

By _____
Franklin White, Chairman

ATTEST:

Barry Baker, Clerk of Court

SUWANNEE COUNTY PURCHASING POLICY

May 16, 2023

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Section 1
Definitions

The following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include the future. Words in the plural number include the singular number and words in a singular number include the plural number. The word “shall” is always mandatory and not merely directory. Unless the context of use indicates another meaning or intent, the following words and terms as used in this policy shall have the following meanings.

- A. “County” means Suwannee County, a political subdivision of the State of Florida
- B. “Board” means the Board of County Commissioners of Suwannee County, Florida.
- C. The terms “commodity” and “goods” may be used interchangeably and shall mean any of the various supplies, materials, merchandise, equipment, and other personal property.
- D. “Contractual services” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services. Contractual services does not include:
 - 1. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
 - 2. The acquisition of services from other governmental agencies and the performance of services in house, other than those performed by an employee in an authorized position, wherein the rate of pay for the performances of such services, does not exceed the rate of pay for an equivalent authorized position.
 - 3. Outside legal services.
- E. “County Administrator” shall mean the County Administrator of Suwannee County.
- F. “Invitation to bid” means a written solicitation for sealed, competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity or goods or group of commodity or goods or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual goods or commodities required.

- G. "Qualified bidder" or "qualified offeror" means the person who has the capability in all respects to perform fully the contract requirement and has the integrity and reliability which will assure good faith performance.
- H. "Request for proposals" means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the County is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required, and when the agency is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the qualifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria.
- I. "Responsive bidder" or "responsive offeror" means a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposal.

Section 2
Constitutional Officers

Nothing contained herein shall be construed as requiring Suwannee County's constitutional officers (Clerk of Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector) to be covered by the provisions of this ordinance.

Section 3
Conflict of Interest

No officer of the County shall contract with or have any business dealings with the County whereby they may derive income or benefits other than those provided as remuneration from the County for their employment. However, no officer or employee of the County shall be prohibited from purchasing, at public auction authorized by law, used goods or materials from the County on the same basis as are all other members of the public. Further, the County may purchase from any employee or officer any real or personal property owned by such officer or employee when it is determined to be needed for County business, provided that the consideration paid for such property does not exceed its fair market value.

County Commissioners are not allowed to bid on any piece of equipment the Board has voted to surplus. No Department Head shall bid or purchase a piece of equipment that he/she has recommended the County surplus.

Section 4
Adoption of Purchasing Policies

The Board shall adopt by resolution the Purchasing Policies of Suwannee County. The Purchasing Policies, when adopted, shall have the full force and effect of law. The Board may amend the Purchasing Policies, from time to time, by resolution approved by the Board at regularly scheduled commission meetings.

Section 5
Purpose

The fundamental purpose of Suwannee County Purchasing and Procedures is to establish uniform guidelines for the procurement of materials and services. They will also serve to provide a foundation for effective and consistent County/Vendor relationships. The county policies will be continually fulfilled when procurement activities result in the highest quality of supplies and contractual services at least expense to the county.

Section 6
Applicability

The purchasing rules and regulations adopted by the Suwannee County Board of County Commissioners shall be designed consistent with the policies established for procurement of goods and services. Rules, regulations and procedures shall be adopted and may be amended from time to time by the Board of County Commissioners. As such, all procurement activities shall be accomplished in a manner consistent with county policy.

Section 7
Responsibility

It shall be the individual responsibility of each county employee involved in the procurement process to understand and adhere to the adopted purchasing policies, procedures and regulations of Suwannee County. The County Administrator or his designee shall be responsible for coordination of the purchasing function and department assistance with respect to legal/ formal bidding and informal quotations. ~~This office shall develop and maintain a list of vendors by type of product or service.~~

Section 8
Purchase Orders

- A. The purchase order is the legal document authorizing the purchase of and subsequent payment for materials, supplies and equipment. The purchase order is the control and reference number for all purchases. A purchase order is not required for the following:
1. Salaries
 2. Routine overhead such as electricity, phone services.
 3. Postage
 4. Dues
 5. Insurance
 6. Subscriptions

7. Services included in contracts

- B. Purchases orders are to be completed for all purchases over ~~\$100~~ **\$200**. Purchase orders are to be sent to the finance office with the invoice for payment. No invoice over ~~\$100~~ **\$200** will be paid without a Purchase Order.

Purchase orders will be identified accordingly: **with department name, address, invoice date, vendor name and PO number.**

~~Public Works~~ which includes the road and landfill departments and will be identified with department name, address, and PO number.

~~Library~~ will be identified with department name, address, and PO number.

~~Administration~~ which includes County Administrator, Coliseum, Veterans Services, Human Resources, Airport, Planning and Zoning, Addressing, Building Department, Maintenance and Custodial, will be identified as Suwannee County Administration Department, address, and PO number.

~~Recreation Department~~ will be identified with department name, address, and PO number.

~~Extension Office~~ will be identified with department name, address, and PO number.

~~Fire Rescue~~ will be identified with department name, address, and PO number.

C. Issuance Of Purchase Orders

All Department Heads, Department Directors and Supervisors are authorized to sign purchase orders in accordance with Suwannee County Purchasing Policies, Section 9.

D. Routing Of Purchase Orders

Purchase orders ~~will be printed in duplicate. Top copy~~ shall be sent to Finance with invoice, ~~Second~~ a copy ~~to~~ **will** be retained by issuing department.

E. Emergency Purchase Orders

If an emergency purchase must be made after regular working hours of 7:30 AM to 5:00 PM, Monday through Friday, the purchase order is to be completed on the next business day and submitted to finance, with the invoice for payment.

Section 9
Payment Request

Payment requests for items or contracted services to the Clerk of Court/Finance Department shall be authorized (signature required) as follows:

During periods of his/her absence, the Department **Head**'s designee may authorize payment to be made.

BUDGETED:

AMOUNT OF CONTRACT OR EXPENDITURE	AUTHORIZED SUPERVISOR	DEPARTMENT HEAD	COUNTY ADMINISTRATOR	BOCC
\$0 to \$1000	X			
Above \$1000 to \$10,000		X		
Above \$10,000 to \$35,000			X	
Above \$35,000				X

- A. The Board of County Commissioners shall award all projects in excess of **\$15,000 \$35,000**. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.
- B. Invoices submitted to the Finance Department for payment shall include an authorized signature (See above table) and the appropriate account number.

Section 10
Informal Competitive Purchases with quotes

The Board of County Commissioners shall award all projects in excess of **\$15,000 \$35,000**. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.

A. Informal Competitive Purchases

The following describes the authority and approvals required for expenditures made by authorized county employees:

1. Up to \$500 \$1000
Purchases made by authorized field personnel to buy supplies and/or parts for operational necessity up to **\$500 \$1000** in value.
2. In excess of \$500 \$1000 to \$5000 \$10,000
A purchase made by authorized supervisors and approved by the department head for an item or service in excess of **\$500 \$1000**, but no more than **\$5,000 \$10,000** requires at least two (2) documented written quotations.
3. In excess of \$5,000 \$10,000 to \$15,000 \$35,000
A purchase made by Department Heads following approval by the County Administrator for an item or service in excess of **\$5,000 \$10,000** but no more than **\$15,000 \$35,000**

requires at least three (3) documented written quotations unless any one of the following circumstances exists in which multiple quotes are not required:

- a. When, due to the nature of service, or type of product required, there is no known competition in the marketplace.
- b. When the product is being procured directly from the manufacturer.
- c. When standardization is determined necessary.
- d. When purchases are made under State of Florida contracts, Federal contracts, or contracts established by National organizations comprised of government bodies.
- e. When purchases are made utilizing contracts or agreements made by other governmental agencies.
- f. When due to a proprietary design, feature, or characteristic no other product or equipment specifications will satisfy the needs of Suwannee County.

(Revised: Resolution No. 2019-04, approved 10/16/2018)

Section 11 **Formal Competitive Bidding**

A. In excess of \$15,000 **\$35,000**

All purchases for equipment, commodities or services anticipated to exceed \$15,000 **\$35,000** in cost shall be subject to formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded exclusively by the Board of County Commissioners.

B. Competitive Bidding Process

The competitive bidding process shall be accomplished as follows:

1. Departments are to forward specifications to the Administration Office for advertising. Public invitation to bid shall be advertised in local newspaper at least ten (10) calendar days prior to bid opening date.
2. Invitation to bid shall include a general description of the items or services being requested and any other special or unique aspects of the County's requirement.
3. As numerous Suwannee County vendors offer products and services utilized by County Government operations, departments are encouraged to contact local vendors in their solicitation of commodities and contractual services.
4. Bids to be submitted with five copies, one copy for originating department, one copy for Clerk of Court, three copies for the Administration Office.

5. Bid Summary page required to precede all bid documents.
6. Alternate bids, when applicable, will be submitted on page immediately following the Bid Summary page.
7. Bid Bonds (when applicable)
Each bid on a public construction project to exceed \$120,000 in cost must be accompanied by a bid bond payable to Suwannee County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company. When the bids have been opened and compared, the County will return the bonds of all except the two (2) lowest-responsive bidders. When a contract is executed by the lowest responsive bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirement, have been furnished to Suwannee County, the bid bonds of the two (2) lowest bidders shall be returned. If the low responsive bidder has not entered into the contract required by County within thirty (30) days after written notice of award of contract and furnished to County the required public construction bond along with proof of insurance as required in the bid documents, then, and in such event, the amount of the bid bond of the lowest responsive bidder shall be forfeited to County and thereupon, County at its option, may proceed to enter into a contract with the second lowest responsive bidder.
8. All bids to be submitted by 4:00 p.m. on the due date to:

Cashier's Window
Suwannee County Clerk of Court
200 South Ohio Avenue
Live Oak, FL 32064
9. Bids will be date and time stamped by the Clerk's Office showing the time displayed on the clock **in located at the** cashier's window.
10. Bids shall be opened and read aloud at a scheduled public meeting on the date, time and location identified in the public invitation to bid announcement. Under no circumstances shall a bid be accepted which arrives after the time and date advertised. All bid proposals shall be duly noted as received by the Clerk of Court Office. The Clerk of Court office shall maintain all original bids. The Administration Office will maintain copies of all bids and bidding documents.
11. At bid opening, the only information that will be read aloud will be the name of the bidder, the amount of the bid.
12. Copies of bids and associated documents will be made available to the public upon request.

13. A Bid Review Committee to be appointed by the County Administrator and shall include County Administrator, Clerk of Court Representative, Human Resources Director, Department Representative and others at the discretion of the County Administrator.
14. ~~13.~~ The Bid Review Committee **Procurement Staff** will review the bids assuring that all required documents are submitted as requested.
15. ~~14.~~ All bid tabulations and recommendations will be forwarded to the Board of County Commissioners for consideration.
16. ~~15.~~ The Board of County Commissioners may reject any **and or** all bids or negotiate with the **low best lowest** bidder when it is in the best interest of the county to do so. The Board may waive irregularities in any or all formal bids and reserves the right to request and obtain missing or additional information from bidders.
17. ~~16.~~ Prior to contract agreement being sent out or submitted to the Board, the County Attorney will review the contract for accuracy and legality.
18. ~~17.~~ The Contract Agreement will not become binding until signed by the Chairman of the Board, Clerk of Court and successful bidder.
19. ~~18.~~ The Chairman of the Board when authorized by a majority vote of the Board of County Commissioners is authorized to execute contracts.

The responsive **best** low bid will be submitted to the Board of Commissioners with a recommendation for award and execution of agreement.

Section 12 **Competitive Bidding Waived**

Formal and informal competitive bidding procedures shall be waived when any of the following circumstances exist:

- A. When, due to the nature of service or type of product required, there is no known competition in the market place.
- B. When the product is being procured directly from the manufacturer.
- C. When standardization is determined necessary.
- D. When purchases are made under State of Florida contracts, Federal contracts, or contracts established by National organizations comprised of government bodies.
- E. When purchases are made utilizing contracts or agreements made by other governmental agencies.

- F. When due to a proprietary design, feature, or characteristic no other product or equipment specifications will satisfy the needs of Suwannee County.
- G. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may, by separate resolution, authorize department to accept short-term **bids quotes** or negotiate with suppliers for the best pricing.
- H. When an emergency exists and a delay caused by the bidding procedure would be detrimental and against the public interest, the Department Head or his designee may ask the Board Chairman to waive the competitive bidding process. The Board Chairman may waive the competitive bidding process for purchases or contracted services up to ~~\$25,000~~ **\$75,000**. The Board Chairman may authorize purchases or contracted services for ~~\$25,000~~ **\$75,000** or more when an emergency exists and report his/her actions at the next regular Board meeting.

Section 13
Tie Bids

Whenever two or more bids are equal with respect to price, quality, and service the following criteria may be used for award consideration:

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirement.
- B. Experience and past performance.
- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).
- E. Compliance with the provisions of Drug-Free Workplace Act.
- F. In the case of foreign manufacturing companies, preference pursuant to Florida Statute § 287.092.**

Section 14
Award Considerations

Unless all **bids** are rejected, pursuant to Section 11 ~~(2)-(P)~~ **(15)**, bids for items or services shall be awarded to the qualified and responsive bidder who submits the net **best** lowest responsive bid meeting all the purchasing policies of the County. Qualified bidders shall be determined based on the following criteria:

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirements.
- B. Experience and past performance.

- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).

Section 15
Contract Requirements

A. Bid Bonds

Each bid on a public construction project to exceed \$120,000 in cost must be accompanied by a bid bond payable to Suwannee County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company. When the bids have been opened and compared, the County will return the bonds of all except the two (2) lowest responsive bidders. When a contract is executed by the lowest responsive bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirement, have been furnished to Suwannee County, the bid bonds of the two (2) lowest bidders shall be returned. If the low responsive bidder has not entered into the contract required by County within thirty (30) days after written notice of award of contract and furnished to County the required public construction bond along with proof of insurance as required in the bid documents, then, and in such event, the amount of the bid bond of the lowest responsive bidder shall be forfeited to County and thereupon, County at its option, may proceed to enter into a contract with the second lowest responsive bidder.

B. Public Construction Bond (If applicable)

On each public construction project exceeding \$200,000 in cost, the successful bidder shall provide to County within thirty (30) days after written notice of award a public construction bond in accordance with the provisions of Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the contract price issued by a corporate surety approved by County having a rating of no less than A- by A.M. Best & Company and qualified to do business in State of Florida.

C. Attorneys-in-Fact

Attorneys-in-fact who sign bid bonds or public construction bonds must file with each bond a certified and effective dated copy of their power of attorney.

D. Insurance Requirements

All public construction projects shall require the contractor to secure all insurance requirements specified in the bid documents and specifically name the county as "additionally insured" on the certificate(s). Insurance requirements may vary depending on the scope of work; however, they shall not be less than \$1,000,000 bodily injury/property damage per occurrence for comprehensive general liability and \$2,000,000 general aggregate including products and completed operations. Worker's compensation as prescribed by Florida Statute.

E. Public Entity Crime Statement

Contractors and vendors shall be required to submit a Public Entity Crime Statement pursuant to F.S. 287.133.

F. E-Verify

Effective April 1, 2011, all vendors/contractors doing business with Suwannee County, Florida, shall utilize the US Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons working for or on behalf of said vendor/contractor in Suwannee County.

All advertisements for bids and all contracts shall include the following language: 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;

1. all persons employed by the Vendor/Contractor during the term of the Contract who will to perform employment duties within Suwannee County, Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.

G. Vendor/Contractor shall provide a copy of IRS form W-9.

H. A notice to proceed will be issued once the County Administrator is satisfied that all County requirements have been met.

I. Copies of all contracts shall be provided to the Clerk of the Court, County Attorney and County Administrator.

Section 16
Change Orders

Change orders not exceeding \$5,000 may be authorized by the Department Head. All change orders in excess of \$5,000 must be **reviewed by the County Administrator and approval** authorized by the Board unless a delay is against the public interest in which case the Chairman shall authorize the work and report his action at the next Board meeting.

Section 17
Bid Protest Procedure

After posting of bid tabulation on demandstar.com any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the County Administrator or his or her designee.

A. The protest must be submitted within three (3) business days after posting of the bid tabulation on demandstar.com. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the County Administrator's office with the protest bond in the appropriate amount.

- B. Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the County Administrator's office at the time of filing, a protest bond payable to the Suwannee County Board of County Commissioners. This written request to convene a formal protest must be accompanied by a protest bond of an amount of equal to one percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (5,000.00). This bond shall be by a U.S Postal Service money order, certified cashiers or bank check payable to the Suwannee County Board of County Commissioners. Failure to post such bond shall result in the protest being dismissed by the County Administrator or his or her designee.
- C. If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the County prevails, the bond shall be forfeited to the County. The entire amount of the bond also shall be forfeited if the County Administrator or his or her designee determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the County or other parties.
- D. Stay of bid during protest. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the County Administrator or his or her designee shall stay the award of the contract, unless the County Administrator, with the advice of the County Attorney, and after consultation with the affected department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the county government.
- E. The County Administrator or his or her designee, shall have the authority to review and attempt to resolve the protest informally.
- F. If the protest has not been informally resolved by the County Administrator or his or her designee and the protestor wishes to pursue the protest, the protestor shall be required to request that a formal protest hearing be convened before a protest committee comprised of the County Administrator, the County Attorney, and the affected department director. This request shall be made in writing to the County Administrator or his or her designee within three (3) business day of issuance of the County Administrator's or his or her designee's determination. The protest hearing shall be held within ten (10) business days of the receipt of such request.
- G. The protest shall state the particular grounds on which it is based and may include such additional written or physical evidence, objects, statements, affidavits, and arguments which the protestor deems relevant to the issues raised. Any grounds not stated shall be deemed to have been waived by the protestor. In the proceeding, the protestor or its representative may make an oral presentation of such evidence and arguments. At any time the committee members may also make whatever inquiries of the parties and their witnesses that may be pertinent to a determination of the protest.

- H. At the conclusion of the evidence submitted by the protestor, the protest committee shall announce a decision and shall prepare a written decision and recommendation which shall be filed with the Board of County Commissioners within fourteen (14) days after the hearing.
- I. After the filing, the protest committee's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the Board of County Commissioners. At this time, protestors shall be allowed to present evidence and testimony to the Board of County Commissioners. At the conclusion of such testimony by the parties involved, the board shall by majority vote accept or reject the decision and recommendation of the protest committee.
- J. The determination by the Board of County Commissioners shall be the final and conclusive decision by the County regarding a bid protest. Any appeal by a protestor shall be by certiorari to the Fifth Judicial Circuit Court.
- K. Prohibition of lobbying. No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board of County Commissioners with respect to a pending award of a contract. Any bidder engaging in a protest to the Board as allowed under this section shall comply strictly with the requirements and restrictions of this section. The Board of County Commissioners may disqualify a bid, a proposal, or a protest in connection with a procurement matter where the County Commissioners or any representative of the Commission has been lobbied.

Section 18
Procurement Of Professional Services

- A. Procurement of professional architectural, engineering, landscape architectural, or **land surveying and mapping** services for projects estimated to be in excess of ~~\$120,000~~ **\$325,000** in construction costs or planning studies in excess of ~~\$10,000~~ **\$35,000** shall be secured consistent with the Consultants Competitive Negotiation Act (F.S. 287.055) and as may be amended from time to time.
- B. For all professional service contracts requiring Board approval, **– except those professional service contracts with a pre-existing continuing contract vendor as defined by Florida Statute § 287.055(2)(g) as amended** - a committee, appointed by the County Administrator, shall recommend a firm and negotiated contract to the legislative body for approval following the RFQ procedure and associated scoring.
- C. Appraisal, auditing and accounting, financial, outside legal and medical services shall be secured at the discretion of Board of County Commissioners in the best interest of Suwannee County.

Section 19
Accountability Of Tangible Assets

The procurement of items of \$2,500.00 or greater shall be considered a tangible asset. All tangible assets shall have a property card and identification number assigned to the item. A

Report of Acquisition or Disposition of Property Form shall be filled out in its entirety, with a copy of the purchase invoice attached. The forms will be forwarded to Administration for the issuance of an identification number. The yellow copy will be returned to the department for their records and the property sticker shall be placed on the tangible asset.

(Revised: Resolution No. 2021-37, approved 7/6/2021)

Surplus property procedure:

All property (with a property ID number) subject to being surplus requires prior authorization from the Board of County Commissioners. Following an affirmative vote by the Board, the property identification number and a description of the item shall be forwarded to the Administrative Office. Disposal of subject property shall be coordinated through the County Administrator.

(Revised: Resolution No. 2024-(), approved 11/7/2023)

DRAFT

Suwannee County Airport Executive Summary

Objective:

To approve Change Order #1 (Final) from Curt's Construction for the Rehab of Taxiway A and Taxiway Connectors at the Suwannee County Airport.

Considerations:

This project is funded by FAA and FDOT.

The project was completed within the allotted time.

A reconciliation of quantities to reflect actual installed quantities resulted in a decrease of \$131,176.43 for the project.

A Finding of Fact from the Project Engineer is attached.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to approve Change Order #1 from Curt's Construction for the Rehab of Taxiway A and Taxiway Connectors at the Suwannee County Airport.

Respectfully submitted:

Date: November 7, 2023

Bill Harden
Airport Manager

CHANGE ORDER

SUWANNEE COUNTY AIRPORT, SUWANNEE BOARD OF COUNTY COMMISSIONERS

PROJECT TITLE: Rehabilitate Taxiway A & Taxiway Connectors	CHANGE ORDER NO.: 1 (FINAL)
<hr/>	
Suwannee County Airport	
Suwannee Board of County Commissioners	
13150 80th Terrace	
Live Oak, FL 32060	
FAA AIP No. 03-12-0043-019-2022	
FDOT FPID No. 446146-1-94-21	
CONTRACTOR: Curt's Construction, Inc.	INITIATION DATE: October 12, 2023
519 NW Crawford Court	
White Springs, FL 32096	CONTRACT DATE: May 17, 2022

You are directed to make the following changes in this Contract dated May 17, 2022 by and between yourself and the Suwannee Board of County Commissioners, in accordance with its conditions. The Work under this Contract shall be changed and the Contract Sum and/or Contract Time adjusted to reflect all additions and/or deletions described and indicated by modifications to the Contract Documents, including any and all drawings and attachments thereto, all of which form a part of this Change Order. The Contract Documents shall apply to this Change Orders.


DESCRIPTION:	Reconciliation of Final Quantities
FACTS:	Reconciliation of quantities to reflect actual installed quantities. See attached change order tabulation and Finding of Fact.
ATTACHMENTS:	Change order tabulation, 2 pages. Finding of Fact, 1 page.

Not valid until signed by the Owner. Signature by the Contractor indicates final agreement herewith, including all adjustments in the Contract Sum and/or Contract Time.

The original Contract Sum was.....	\$2,493,277.06
Net change by previously authorized Change Orders.....	\$0.00
The Contract Sum prior to this Change Order	\$2,493,277.06
The Contract Sum will be increased by this Change Order.....	-\$131,176.43
The new Contract Sum including this Change Order will be	\$2,362,100.63
The Contract Time will be increased by	0 days

ISSUED AND APPROVED BY:
AECOM
ENGINEER:
7650 W. Courtney Campbell Cswy
Tampa, FL 33607-1462
ADDRESS:
Digitally signed by Prange, Bill
DN: cn=Prange, Bill, ou=USTPA1,
email=bill.prange@aecom.com
Date: 2023.10.12 17:29:42 -04'00'
BY: _____ DATE: October 12, 2023

APPROVED BY:
email approval on file, Oct 23, 2023
FEDERAL AVIATION ADMINISTRATION
APPROVED BY:
email approval on file, Oct 23, 2023
FLORIDA DEPARTMENT OF TRANSPORTATION

AGREE TO:
Curt's Construction, Inc.
CONTRACTOR:
519 NW Crawford Court
White Springs, FL 32096
ADDRESS:

BY: _____ DATE: 10/23/23

AUTHORIZED:
Suwannee Board of County Commissioners
OWNER:
13150 80th Terrace
Live Oak, FL 32060
ADDRESS:
BY: _____ DATE: _____

FINAL QUANTITY TABULATION - CHANGE ORDER 1 (FINAL)													
BID NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	ORIGINAL QUANTITY	UNIT PRICE	INITIAL TOTAL	QUANTITY CHANGE	FINAL QUANTITY	PRICE ADJUSTMENT	CONTRACT DIFFERENCE	% of Original Quantity	Balance to Finish	FINAL TOTAL
BASE BID SCHEDULE													
1	C-100-1.1	CONTRACTOR QUALITY CONTROL PROGRAM (COCP)	LS	1	\$59,250.00	\$59,250.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$59,250.00
2	C-100-5.1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$53,353.75	\$53,353.75	0	1.0	\$0.00	0	100.00%	\$0.00	\$53,353.75
3	C-105-4.1	MOBILIZATION	LS	1	\$187,526.31	\$187,526.31	0	1.0	\$0.00	0	100.00%	\$0.00	\$187,526.31
4	C-105-4.2	POST-CONSTRUCTION SURVEYING	LS	1	\$30,000.00	\$30,000.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$30,000.00
5	C-105-6.3	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	\$95,000.00	\$95,000.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$95,000.00
6	P-101-5.1	ASPHALT PAVEMENT REMOVAL, INCLUDING BASE MATERIAL	SY	1,100	\$26.71	\$29,381.00	0	1,100.0	\$0.00	0	100.00%	\$0.00	\$29,381.00
7	P-101-5.2	COLD MILLING, VARIABLE DEPTH	SY	22,000	\$5.26	\$115,720.00	0	22,000.0	\$0.00	0	100.00%	\$0.00	\$115,720.00
8	P-151-4.2	CLEARING AND GRUBBING	LS	1	\$194,638.00	\$194,638.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$194,638.00
9	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	1,500	\$19.00	\$28,500.00	0	1,500.0	\$0.00	0	100.00%	\$0.00	\$28,500.00
10	P-153-4.2	UNSTABLE EXCAVATION	CY	600	\$22.00	\$13,200.00	0	600.0	\$0.00	0	100.00%	\$0.00	\$13,200.00
11	P-160-4.1	SUBGRADE STABILIZATION (17" THICK) (LBR=40)	SY	2,900	\$24.64	\$71,456.00	0	2,900.0	\$0.00	0	100.00%	\$0.00	\$71,456.00
12	P-211-4.1	LIME ROCK BASE COURSE (6" THICK) (LBR=125)	SY	2,600	\$18.30	\$47,580.00	0	2,600.0	\$0.00	0	100.00%	\$0.00	\$47,580.00
13	P-401-5.1	BITUMINOUS SURFACE COURSE	TONS	3,000	\$192.78	\$578,340.00	-520	2,480.0	-\$94,982.10	-520	82.67%	\$94,982.10	\$562,973.90
14	P-401-5.2	BITUMINOUS LEVELING COURSE	TONS	100	\$289.68	\$28,968.00	-100	0.0	-\$28,968.00	-100	0.00%	\$28,968.00	\$0.00
15	P-620-5.1	CRACK REPAIR	LF	15,800	\$1.00	\$15,800.00	0	15,800.0	\$0.00	0	100.00%	\$0.00	\$15,800.00
16	P-620-5.1	TAKIWAY PAINTING, YELLOW, REFLECTIVE (2 COATS REQUIRED)	SF	4,700	\$5.45	\$25,615.00	-336	4,364.0	-\$1,831.20	-336	92.85%	\$1,831.20	\$23,783.80
17	P-620-5.2	TAKIWAY PAINTING, BLACK, NON-REFLECTIVE (2 COATS REQUIRED)	SF	9,000	\$2.58	\$23,240.00	-585	8,415.0	-\$1,497.00	-585	93.50%	\$1,497.00	\$21,542.40
18	P-620-5.3	PAVEMENT MARKING REMOVAL	SF	2,000	\$3.50	\$7,000.00	-177	1,823.0	-\$619.50	-177	91.15%	\$619.50	\$6,480.50
19	T-604-6.1	SODDING	SY	13,600	\$3.85	\$52,360.00	2809	16,409.0	\$10,814.05	2809	120.65%	-\$10,814.05	\$63,174.05
20	1050-51-208	6" DUCTILE IRON PIPE	LF	40	\$140.00	\$5,600.00	0	40.0	\$0.00	0	100.00%	\$0.00	\$5,600.00
21	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/D	LF	56	\$127.00	\$7,112.00	0	56.0	\$0.00	0	100.00%	\$0.00	\$7,112.00
22	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/D	LF	104	\$164.00	\$17,056.00	0	104.0	\$0.00	0	100.00%	\$0.00	\$17,056.00
23	430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIPICAL, 24" S/D	LF	104	\$208.00	\$21,632.00	0	104.0	\$0.00	0	100.00%	\$0.00	\$21,632.00
24	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EACH	2	\$2,800.00	\$5,600.00	0	2.0	\$0.00	0	100.00%	\$0.00	\$5,600.00
25	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EACH	2	\$3,000.00	\$6,000.00	0	2.0	\$0.00	0	100.00%	\$0.00	\$6,000.00
26	430-982-429	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" S/D	EACH	2	\$3,000.00	\$6,000.00	0	2.0	\$0.00	0	100.00%	\$0.00	\$6,000.00
27	D-731-5.1	INLET, SPECIAL (AIRCRAFT RATED)	EACH	1	\$10,000.00	\$10,000.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$10,000.00
28	D-731-5.2	MANHOLE, SPECIAL (AIRCRAFT RATED)	EACH	2	\$10,000.00	\$20,000.00	0	2.0	\$0.00	0	100.00%	\$0.00	\$20,000.00
29	L-104-6.1	TEMPORARY LIGHTING	LS	1	\$6,000.00	\$6,000.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$6,000.00
30	L-105-5.1	REMOVE EXISTING CABLE, CONDUIT, COUNTERPOISE EDGE LIGHTS, ELECTRICAL HANDHOLES, AND JUNCTION CHAS	LS	1	\$12,000.00	\$12,000.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$12,000.00
31	L-105-5.2	UNDERGROUND CABLE, #6 AWG, SKV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT, INCLUDING CONNECTIONS	LF	17,200	\$2.40	\$41,280.00	-44	17,156.0	-\$105.60	-44	99.74%	\$105.60	\$41,174.40
32	L-105-5.3	UNDERGROUND CABLE, #6 AWG, THWN-2, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT, INCLUDING CONNECTIONS	LF	29,900	\$2.52	\$75,348.00	-2943	26,957.0	-\$7,416.36	-2943	90.82%	\$7,416.36	\$68,411.64
33	L-105-5.4	UNDERGROUND CABLE, #10 AWG, THWN-2, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT, INCLUDING CONNECTIONS	LF	10,400	\$1.20	\$12,480.00	-664	9,736.0	-\$796.80	-664	93.62%	\$796.80	\$11,683.20
34	L-105-5.5	BARE COPPER COUNTERPOISE WIRE, (EQUIPOTENTIAL METHOD) INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	LF	1,100	\$2.40	\$2,640.00	2792	3,892.0	\$8,700.00	2792	353.82%	-\$8,700.00	\$9,340.00
35	L-105-5.6	BARE COPPER COUNTERPOISE WIRE, (ISOLATION METHOD) INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	LF	14,000	\$3.12	\$43,680.00	-2446	12,454.0	-\$7,531.52	-2446	88.96%	\$7,531.52	\$36,148.48
36	L-109-7.1	FURNISH AND INSTALL 7.5KW, 8.6 AMP, 3-STEP, L-025 AIR COOLED REGULATOR WITH 240V INPUT, INCLUDING ALL VAULT MODIFICATIONS, COMPLETE IN PLACE	EACH	1	\$13,200.00	\$13,200.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$13,200.00
37	L-110-5.1	1W2 UNDERGROUND ELECTRICAL DUCT, SCHEDULE 40 PVC, NON-CONCRETE ENCASED, INCLUDING TRENCHING	LF	17,000	\$7.80	\$132,600.00	126	17,126.0	\$962.00	126	100.74%	-\$962.00	\$133,532.00
38	L-110-5.2	1W2 UNDERGROUND ELECTRICAL DUCT, SCHEDULE 40 PVC, CONCRETE ENCASED, INCLUDING TRENCHING	LF	170	\$18.00	\$3,060.00	-90	80.0	-\$1,620.00	-90	47.06%	\$1,620.00	\$1,440.00
39	L-110-5.3	1W4 UNDERGROUND ELECTRICAL DUCT, SCHEDULE 40 PVC, CONCRETE ENCASED, INCLUDING TRENCHING	LF	310	\$36.00	\$11,160.00	-258	42.0	-\$8,640.00	-258	13.55%	\$8,640.00	\$1,512.00
40	L-110-5.4	6" LB CONDUIT BODY, SCHEDULE 40 PVC	EACH	2	\$180.00	\$360.00	0	2.0	\$0.00	0	100.00%	\$0.00	\$360.00

FINAL QUANTITY TABULATION - CHANGE ORDER 1 (FINAL)													
BID NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	ORIGINAL QUANTITY	UNIT PRICE	INITIAL TOTAL	QUANTITY CHANGE	FINAL QUANTITY	PRICE ADJUSTMENT	CO#2 Difference	% of Original Quantity	Balance to Finish	FINAL TOTAL
BASE BID SCHEDULE													
41	L-115-5.1	ELECTRICAL JUNCTION CAN, L-867B, WITH GALVANIZED STEEL COVER	EACH	25	\$780.00	\$19,500.00	3	28.0	\$2,340.00	3	112.00%	-\$2,340.00	\$21,840.00
42	L-115-5.2	ELECTRICAL JUNCTION CAN, L-867D, WITH GALVANIZED STEEL COVER	EACH	2	\$1,080.00	\$2,160.00	1	3.0	\$1,080.00	1	150.00%	-\$1,080.00	\$3,240.00
43	L-115-5.3	CABLE TRAY PARTITION, GALVANIZED	EACH	1	\$120.00	\$120.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$120.00
44	L-125-5.1	NEW L-867T (L) ELEVATED TAXIWAY EDGE LIGHT, OMNI DIRECTIONAL BLUE LENS AND NEW TRANSFORMER TO BE INSTALLED ON NEW L-867B GALVANIZED BASE CAN IN TURF	EACH	135	\$1,020.00	\$137,700.00	0	135.0	\$0.00	0	100.00%	\$0.00	\$137,700.00
45	L-125-5.2	NEW L-852T (L) IN-PAVEMENT TAXIWAY EDGE LIGHT, OMNI DIRECTIONAL BLUE LENS AND NEW TRANSFORMER TO BE INSTALLED ON NEW L-858B GALVANIZED BASE CAN IN EXISTING PAVEMENT	EACH	3	\$1,920.00	\$5,760.00	0	3.0	\$0.00	0	100.00%	\$0.00	\$5,760.00
46	L-125-5.3	NEW L-858 (L) LED, 2 MODULE, DIRECTIONAL OR INFORMATIONAL GUIDANCE SIGN AND TRANSFORMER TO BE INSTALLED ON NEW FOUNDATION AND TIED INTO THE PROPER EDGE LIGHT CIRCUIT	EACH	12	\$5,040.00	\$60,480.00	0	12.0	\$0.00	0	100.00%	\$0.00	\$60,480.00
47	L-125-5.4	NEW L-858 (L) LED, 3 MODULE, DIRECTIONAL OR INFORMATIONAL GUIDANCE SIGN AND TRANSFORMER TO BE INSTALLED ON NEW FOUNDATION AND TIED INTO THE PROPER EDGE LIGHT CIRCUIT	EACH	10	\$5,940.00	\$59,400.00	0	10.0	\$0.00	0	100.00%	\$0.00	\$59,400.00
48	L-125-5.5	NEW L-854 DIGITAL RADIO CONTROL UNIT TO BE INSTALLED IN REPLACEMENT OF EXISTING UNIT, TIED INTO SYSTEM AND PROGRAMMED	EACH	1	\$6,000.00	\$6,000.00	0	1.0	\$0.00	0	100.00%	\$0.00	\$6,000.00
ORIGINAL CONTRACT AMOUNT											\$2,493,277.06		
CHANGE ORDER ONE AMOUNT											-\$131,176.43		
NEW REVISED CONTRACT AMOUNT											\$2,362,100.63		

FINDING OF FACT

CHANGE ORDER NO. 1 (FINAL)

SUWANNEE COUNTY AIRPORT

SUWANNEE COUNTY BOARD OF COMMISSIONERS

FAA AIP NO. 03-12-0043-019-2022

FDOT FPID NO. 446146-1-94-21

REHABILITATE TAXIWAY A & TAXIWAY CONNECTORS

SUWANNEE COUNTY BOARD OF COMMISSIONERS

OCTOBER 12, 2023

Suwannee County Airport (FAA ID 24J) is a general aviation airport located in the city of Live Oak in the north part of Suwannee County in the northern part of the State of Florida. The project consists of pavement reconstruction and rehabilitation including widening of Taxiway A connector fillets to be compliant with current FAA fillet design standards, remarking of Taxiway A, minor grading and drainage work, replacing taxiway edge lighting with new LED lights, replacing lighted signs with new LED signs, separating the homerun circuits for Runway and Taxiway lights from the voltage homerun circuits for the PAPIs and REILS (to meet NEC), replacing the taxiway CCR and minor airfield vault work.

AECOM designed the project and performed construction administration and Resident Inspection services. Curt's Construction was awarded the construction contract on May 17, 2022 in the bid amount of \$2,493,277.06. The first and final change order, Change Order One (FINAL), is being presented to the Suwannee County Board of Commissioners for a \$131,176.43 decrease to the original Contract amount. The revised contract amount is \$2,362,100.63, an overall decrease of 5.26% from the awarded contract value.

Below is a list of the items that make up Change Order One.

Rehabilitate Taxiway A & Taxiway Connectors:

1. Various quantity adjustments (increases and decreases) to account for actual installed quantities (asphalt, pavement markings, sod, electrical cable, conduit and counterpoise, electrical base cans, and electrical ductbanks).

These changes resolve all claims and issues regarding these items. There will be no further compensation in either time or money related to these issues. No liquidated damages are being assessed on the project.

END OF FINDING OF FACT

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of amendments to Section 1 Definitions, Section 2 Administration, Section 3 General Prohibitions, Section 12 Present and On Time and Tardiness/Unpaid, Section 13 Offenses, Section 15 Hours Counted, Section 16 Holiday Pay, Section 23 Vacation Leave, Sick Leave and Bereavement Leave and Section 24 Emergency Building Closure as part of the Personnel Rules and Regulations.

Considerations:

Pursuant to Chapter 125, Florida Statutes, The Board of County Commissioners has the power to adopt and amend Personnel Rules and Regulations. From time to time revisions to those Rules and Regulations are necessary to comply with current needs and circumstances.

Budget Impact:

N/A

Recommendation:

Respectfully request approval of amendments to the Suwannee County Personnel Rules and Regulations and adoption of enabling Resolution.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: November 7, 2023

RESOLUTION NO. 2024-_____

A RESOLUTION ADOPTING AMENDMENTS TO THE PERSONNEL RULES AND REGULATIONS OF SUWANNEE COUNTY, FLORIDA BY AMENDING SECTION 1 DEFINITIONS, SECTION 2 ADMINISTRATION, SECTION 3 GENERAL PROHIBITIONS, SECTION 12 PRESENT AND ON TIME AND TARDINESS/UNPAID, SECTION 13 OFFENSES, SECTION 15 HOURS COUNTED, SECTION 16 HOLIDAY PAY, SECTION 23 VACATION LEAVE, SICK LEAVE AND BEREAVEMENT LEAVE AND SECTION 24 EMERGENCY BUILDING CLOSURE AS PART OF THE PERSONNEL RULES AND REGULATIONS POLICY

WHEREAS, Pursuant to Chapter 125, Florida Statutes, The Board of County Commissioners has the power to adopt and amend Personnel Rules and Regulations; and

WHEREAS, on March 16, 2016, the Board adopted the revised Suwannee County Personnel Rules and Regulations;

WHEREAS, on May 3, 2016, the Board amended the Personnel Rules and Regulations by Resolution No. 2016-59;

WHEREAS, on October 4, 2016, the Board amended the Personnel Rules and Regulations by Resolution No. 2017-04;

WHEREAS, on November 15, 2016, the Board amended the Personnel Rules and Regulations by Resolution No. 2017-10;

WHEREAS, on April 3, 2017, the Board amended the Personnel Rules and Regulations by Resolution No. 2017-32;

WHEREAS, on January 16, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-14;

WHEREAS, on March 20, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-21;

WHEREAS, on April 17, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-23;

WHEREAS, on May 1, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-28;

WHEREAS, on July 3, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-35;

WHEREAS, on December 4, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2019-11;

WHEREAS, on June 18, 2019, the Board amended the Personnel Rules and Regulations by Resolution No. 2019-33;

WHEREAS, on April 21, 2020, the Board amended the Personnel Rules and Regulations by Resolution No. 2020-26;

WHEREAS, on April 28, 2020, the Board amended the Personnel Rules and Regulations by Resolution No. 2020-27;

WHEREAS, on May 12, 2020, the Board amended the Personnel Rules and Regulations by Resolution No. 2020-28;

WHEREAS, on March 15, 2021, the Board amended the Personnel Rules and Regulations by Resolution No. 2021-23;

WHEREAS, on March 15, 2022, the Board amended the Personnel Rules and Regulations by Resolution No. 2022-25;

WHEREAS, on April 19, 2022, the Board amended the Personnel Rules and Regulations by Resolution No. 2022-32;

WHEREAS, on June 6, 2023, the Board amended the Personnel Rules and Regulations by Resolution No. 2023-24;

WHEREAS, additional amendments to the Personnel Rules and Regulations need to be added and made effective November 7, 2023.

BE IT THEREFORE RESOLVED: that we, the Board of County Commissioners for Suwannee County, Florida, amend the Personnel Rules and Regulations as follows:

SECTION 1 DEFINITION OF TERMS

Emergency Response Personnel – Defined as Fire Rescue, Emergency Communications, Emergency Management

Exempt Status - An exempt employee is not eligible for overtime compensation for overtime hours worked **however, except** during periods of declared “States of Emergency”, **Exempt Employees may be required to work extended hours due to the nature of the emergency and may be authorized for additional payment in such situations. For a qualified emergency event, Exempt Employees may be compensated at time and one half their regular rate of pay for additional hours worked or compensatory time, which must be requested using the normal leave approval process.** There are three (3) white collar exemptions which are defined as exempt by the Department of Labor (DOL): Administrative, Executive, and Professional. In addition, to these three (3) exemptions, DOL recognizes several other specific exemptions.

Extended Family – ~~Brother, sister, grandparents, stepsiblings, brother-in-law, sister-in-law and grandparents-in-law~~
Aunt, uncle, niece, nephew, and cousin

Immediate Family – Father, mother, spouse, child, grandchildren, stepparents, stepchildren, father-in-law, mother-in-law, son-in-law, and daughter-in-law, **brother, sister, grandparent, stepsibling, brother-in-law, sister-in-law, and grandparent-in-law.**

Other Family – Aunt, uncle, niece, nephew and first cousin.

Public Official - Any elected official, appointed official, or employee of a Federal, State, or local unit of government in the United States

2.03 ADMINISTRATION

B. The Human Resources Office shall be responsible to will **assist** the County Administrator to assist him/her in all matters relating **ed** to the morale, discipline, supervision **interpretation of the Personnel Rules and Regulations** and **assist Department Heads and Supervisors in the** efficient performance of the workforce of Suwannee County.

3.11 GENERAL PROHIBITIONS

A. Employees are expected to be aware that they are public service employees and to conduct themselves in a manner which will in no way discredit the County, public officials, fellow employees or themselves.

- B. Employees shall avoid conduct, speech, or **social media post** that is subversive to good order and discipline. **They Employees** shall treat each other, **members of management, public officials, the county and its operations** with the utmost courtesy and respect, and **at all times always** refrain from making any derogatory remarks **or social media post** concerning each other, **members of management, public officials, the county and its operations**. **They Employees** shall direct and coordinate their efforts toward establishing and maintaining the highest level of efficiency, morale, and achievement, and shall conduct themselves in such a manner as to bring about harmony among the various units in the County. **Nothing in this policy is intended to restrict county personnel from exercising their First Amendment right to speak freely on matters of public concern and to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection as defined and interpreted by applicable law. Personnel should be mindful, however, that free speech rights are not absolute but rather must be viewed in context and the particular circumstances of the speech and balanced against the County's interests in promoting the effective and efficient delivery of its public services. Additionally, nothing in this policy is intended to create a public forum for expressive activities on the County's social media platforms or online sites.**
- C. **Employees shall refrain from sharing any confidential information concerning Non-Disclosure Agreements (NDA) on proposed economic development projects.**
- €D. No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them. **Such Badges, cards and insignia** shall be used only in the performance of the official duties of the position to which they are related.

12.01 PRESENT AND ON TIME

- A. All employees are expected to report for duty at the scheduled time and remain there until the scheduled leaving time. Employees must obtain written authorization from a supervisor or Department Head prior to leaving during scheduled work times. Each Department Head **and/or Supervisor** shall be responsible for the attendance of all persons within **his their** department.
- B. When an employee reports for duty and is sent home due to inclement weather, the employee shall be compensated for two (2) hours of work. An employee sent home under this paragraph may use annual leave to make up for the lost work hours.

12.05 TARDINESS / UNPAID

Tardiness will be treated as an unpaid leave of absence unless a Department Head **and/or Supervisor**, at **his their** sole discretion, is convinced that circumstances warrant the use of annual leave **at which time a minimum of two hours shall be utilized**.

GROUP III OFFENSES

First Offense: Up to and including discharge.

7. Discourteous, insulting, abusive or inflammatory language or conduct related to the performance of the employee's job toward the public, an employee, **or a member of management or public official**.
26. Making **or** publishing, **or posting on social media**, false, vicious and/or malicious statements concerning any employee, member of management, **public official**, **or the** County or its operations.

15.03 OVERTIME / COMP TIME

D. HOURS COUNTED

1. Only actual hours worked shall be counted as time worked for the purpose of computing entitlement to overtime.
2. **When a holiday falls during a non-exempt employee's regular forty (40) hour work week or work period, whichever is applicable, and the employee is asked to work on a day, or days, other than their regularly scheduled work week or work period, at the discretion of the County Administrator or Department Head, the employee shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate.**

16.02 HOLIDAY PAY

- B. When a holiday falls on an employee's regularly scheduled work day and said employee is requested by their department head to work, he/she shall be paid the same holiday compensation as their regular rate of pay **for the regular number of hours routinely worked** plus an additional 1 ½ times their regular rate of pay for each hour worked during the holiday.

23.07 VACATION LEAVE

A. ACCRUAL

Vacation leave shall **only** accrue when an employee is working except that, when an employee is on vacation their normal rate of accrual will continue to be credited to them.

D. REQUEST FOR VACATION

1. **No less than two hours of annual leave may be utilized with each occurrence.** Tardiness will be treated as an unpaid leave of absence unless a Department Head **and/or Supervisor** at his **their** sole discretion is convinced that circumstances warrant the use of annual leave **at which time a minimum of two hours shall be utilized.**

23.08 SICK LEAVE

H. BENEFIT ACCRUALS **CEASE**

While using sick leave **there will not be any accrual of** employment benefits such as annual leave, sick leave, holiday pay **will continue.** **Accruals only occur when employees are working.**

23.09 BEREAVEMENT LEAVE

A. LEAVE WITH PAY

Bereavement Leave is **not a holiday but is** offered as an accommodation to employees who need to take time away from their normal work schedule for the purposes included in this policy. Leave with pay for bereavement **as a result because** of the death of a member of an employee's family (see Section 2 Definition of Terms), will be granted with prior proper notice by the employee up to the amounts set forth below, providing all conditions are met:

1. **Immediate Family** (Father, mother, spouse, child, grandchildren, stepparents, stepchildren, father-in-law, mother-in-law, son-in-law, **and** daughter-in-law, **brother, sister, grandparent, stepsibling, brother-in-law, sister-in-law and grandparent-in-law**)
 - a. Regular full-time employees – maximum 40 hours **3 days** of leave per occurrence. (Section 7 (k) employees: **2 1** - 24 hour shift).
 - b. Regular part-time employees – maximum 12 working hours of leave per occurrence.

c. Conditions:

1) ~~Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship. Employee may be required to provide the County Administrator, Department Head, or Designee the appropriate County documentation (Form 2309BL) and provide proof of death (statement from the funeral home or obituary)~~

2) Granted for making funeral arrangements, attending the funeral and burial, paying respects to the family at a wake or visitation, dealing with the deceased's possessions and will.

2. **Extended Family** ~~(Brother, sister, grandparents, stepsiblings, brother-in-law, sister-in-law and grandparents-in-law~~ **Aunt, uncle, niece, nephew and first cousin)**

a. Regular full-time employees – up to 3 days of leave per occurrence. (Section 7 (k) employees: 1-24 hour shift).

b. Regular part-time employees – maximum 4 working hours of leave per occurrence.

c. Conditions:

~~1) Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship. Employee may be required to provide the County Administrator, Department Head, or Designee the appropriate County documentation (Form 2309BL) and provide proof of death (statement from the funeral home or obituary)~~

2) Granted for making funeral arrangements, attending the funeral and burial, paying respects to the family at a wake or visitation, if such services are held on a scheduled work day.

3. **Other Family** (Aunt, uncle, niece, nephew and first cousin)

~~a. Regular full-time employees, regular part-time employees, and Section 7 (k) employees – maximum 1 work day of leave per occurrence.~~

~~b. Conditions:~~

~~1) Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship~~

~~2) Granted for attending the funeral and burial, paying respects to the family at a wake or visitation if such services are held on a scheduled work day.~~

4. **3. Co-Worker or Co-worker's immediate family**

a. Regular full-time employees, regular part-time employees, and Section 7 (k) employees – maximum 4 hours of leave per occurrence.

b. Conditions:

1) ~~Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship. Employee may be required to provide the County Administrator, Department Head, or Designee the appropriate County documentation (Form 2309BL) and provide proof of death (statement from the funeral home or obituary)~~

- 2) Granted for attending the funeral, burial, wake, or visitation if such services are held on a scheduled workday.

**SECTION 24
EMERGENCY BUILDING CLOSURE**

The County Administrator may at any time during an emergency, make a declaration “Suspending All Government Operations”. The County Administrator or his/her designee may “suspend all government operations” when conditions are such that no work is able to be performed due to the nature of the emergency. (e.g., During a Hurricane type of Emergency, the County Administrator may declare “operations suspended” when wind speeds reach in excess of 40 mph and conditions outside are not safe for travel and/or work).

If there is an emergency closure, ~~of a building~~ as determined by the County Administrator, affected employees shall receive their regular rate of pay for a maximum of two days. ~~At~~ which time they may be temporarily transferred or be given an opportunity to use annual leave. **Provided the County Administrator authorizes additional days, affected employees will receive compensation at their regular rate of pay.**

Non-exempt, non-“emergency response personnel” (“Emergency response personnel” is defined as Fire Rescue, Emergency Communications, Emergency Management) who are working during this designated time period, will receive time and one half (1 ½) for all hours worked during the time in which “All Government Operations are Suspended” regardless of other hours worked during the pay period.

Under certain emergency or disaster conditions, Exempt Employees may be required to work extended hours due to the nature of the emergency. Exempt employees may be authorized for additional payment in such situations. The duration as well as the circumstances under which such payment will be made, will be at the discretion of the County Administrator under the following guidelines:

A. The County Administrator shall determine, on a case-by-case basis, whether exempt employees are to be reimbursed for additional hours worked during an Emergency. As part of the County Administrator’s deliberation, he or she shall include such factors as the hours spent working on the event, the extent of damage incurred from the event, whether or not the event occurred mainly during normal business hours, and other extenuating circumstances that may come to his or her attention.

B. For a qualified emergency event, exempt employees may be compensated as follows:

- 1. At time and one half (1 ½) the employee’s regular rate of pay for the additional hours worked.**
- 2. Compensatory time off (which must be requested using the normal leave approval process) at the employee’s discretion.**

County government operations being closed to the public alone does not satisfy this requirement, nor does any media report regarding a government closure.

Passed, Adopted, and Approved, this 7th day of November 2023.

Board of County Commissioners
Suwannee County, Florida

Attest:

(SEAL)

Franklin White, Chairman

By: _____
Barry Baker, Clerk of Court

RESOLUTION NO. 2023-_____



Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

October 20, 2023

Mr. Greg Scott
Suwannee County Manager
13150 80th Terrace
Live Oak FL 32064

Dear Mr. Scott:

The Suwannee County SHIP Affordable Housing Advisory Committee recently met to discuss the SHIP program's Local Housing Assistance Plan (LHAP).

During the meeting the committee members held a lengthy discussion regarding the allowance of mobile homes as eligible housing in the Disaster Repair strategy of the LHAP. After much discussion the AHAC approved a measure to allow mobile homes manufactured from 1994 to present as eligible housing for Disaster Repair assistance due to Hurricane Idalia. Please keep in mind this language change affects only the Disaster Repair strategy within the LHAP. The enclosed LHAP shows the proposed language change on page 7 in strike through/underline format.

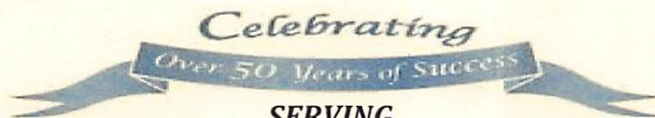
In this regard, enclosed is the Resolution for approval by the Board of County Commissioners to alter the language in the LHAP. Once approved, please return one signed original Resolution to us, and keep the other signed original for the County's records.

If you have any questions about this, please do not hesitate to give us a call.

Sincerely,

Matt Pearson
Executive Director

MP/ssb
Enclosures



SERVING

BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

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Funded in part through a grant by the State of Florida Department of Elder Affairs

SUWANNEE COUNTY, FLORIDA

RESOLUTION NO. _____

A Resolution of the Suwannee County Board of County Commissioners revising the language to the 2023-2026 SHIP Local Housing Assistance Plan.

WHEREAS it is in the best interest of the citizens of Suwannee County, Florida to modify the language in the SHIP Local Housing Assistance Plan as follows:

WHEREAS it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section I, Program Details, Paragraph W General Provisions, Item 6 Eligible Housing** to allow manufactured/mobile housing constructed after 1994 to be eligible for Disaster Repair assistance for the Hurricane Idalia Disaster Declaration by the Governor of Florida issued September 2023.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF SUWANNEE COUNTY, FLORIDA THAT the above stated language is hereby amended in the 2023-2026 SHIP Local Housing Assistance Plan.

Passed and adopted this _____ day of _____, 2023.

Franklin White
Chairman, Board of County Commissioners
Columbia County, Florida

ATTEST:

Barry Baker, Clerk of Court
Suwannee County, Florida



SUWANNEE COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026



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B. Timeline for estimated encumbrance and expenditure	
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E. Signed, dated, witnessed, or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Subordination Procedures	



I. Program Details:

A. LG(s)

Name of Local Government	SUWANNEE COUNTY
Does this LHAP contain an interlocal agreement?	No
yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low, and moderate-income households.
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

- **Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through local newspaper in the advertising of the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were received by the SHIP Administrator as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:



Applications are placed on an intake tracking log when received and separated by strategy. If Special Needs designation is verified at the time of application by the SHIP Administrator applicant will receive additional points toward priority. Applications are processed as set forth within the strategies listed herein. Once funding has been expended the priority list is maintained as a waiting list and is continually updated as new applications are received.

For the Emergency Repair Strategy, applications will be ranked according to the following point criteria. Applications with the highest points will be served first.

<u>Age of Household Members</u>	<u>Household Income</u>
Over 606 points	Below federal poverty level6 points
Under 126 points	
Special Needs as defined herein.....6 points	Served Previously in the past 5 years, points per occurrence.....-10 points

- . **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, or Foreclosure Counseling, and Transportation.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed \$250,000. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that



demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except those small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Fiscal responsibility for SHIP funds	30%
Third Party Entity/Sub-recipient	All administrative responsibility to carry out the SHIP program in full, including record retention and reporting as requested.	70%

- R. Project Delivery Costs:** A \$500 Project Delivery Cost for inspections will be charged for Purchase Assistance strategies requiring a Home Inspection Report, Disaster Repair/Mitigation strategy, and the Emergency Repair strategy. The Project Delivery Cost will be included in the award amount and will be included in the SHIP Lien Agreement if a SHIP Lien Agreement is applicable to the strategy.
- S. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district,



community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes: When repairs are performed on a home by a contractor under contract with the SHIP Administrator green initiatives will be utilized to include, but are not limited to: low E windows, energy efficient hot water heaters, energy efficient appliances, high efficient HVAC systems, etc.

. Describe efforts to meet the 20% Special Needs set-aside: Applicants with households qualifying as Special Needs as defined by Section 420.0004(13) will be given priority.

V. Describe efforts to reduce homelessness: County residents needing emergency shelter housing will be referred to GRACE Marketplace (operated by North Central Florida Coalition for the Homeless and Hungry), 3055 NE 28th Drive, Gainesville FL 32609 (352) 792-0800 www.gracemarketplace.org

For those county residents seeking information for affordable rental housing and who are not in immediate danger of eviction and/or homelessness, referrals will be made to www.floridahousingsearch.org (877) 428-8844.

Additional assistance is provided through the Emergency Repair strategy which provides for the correction of health, safety, and building code violations in order for the resident to maintain the existing home and prevent homelessness.

W. General Provisions

1. **Property Location.** Property must be located within the County to be eligible for assistance.
2. **Income Producing Properties.** Residential properties used as income producing properties are not eligible for SHIP assistance. Income producing properties are defined as properties producing rental income, or business income based on day care, personal services, retail services or similar activities that require regular and ongoing visits by clients and/or customers to the property. Home offices do not create income producing properties unless the office is regularly used to meet with customers within the property.
3. **Applicant Contributions Defined.** Such contributions may include: cash deposits paid under a purchase contract; cost of reports or inspections required by the SHIP program; typical closing cost expenses paid at or outside of closing; the cost of purchasing hazard insurance in instances where there is no existing insurance; and required repairs or additions to the property not paid by SHIP and paid by the applicant provided repairs or additions are complete and documentation provided. Value of land owned or given may be applied toward contribution requirement. Written documentation must be provided. Payments for prior year's taxes, liens, repairs or improvements not required by SHIP or costs to cure existing title defects are excluded.
4. **SHIP Mortgage Position.** SHIP mortgages must be in primary or secondary position, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position. SHIP mortgages may not be in positions inferior to second position even in instances of subordination, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position.



5. Contractor Information. For strategies requiring rehabilitation, repair, or reconstruction that is paid for with funds from the SHIP program only state licensed contractors with proof of active status and insurance will be approved for contract work. Upon completion and final inspection, Contractors are required to submit request of payment through the SHIP Administrator. The SHIP Administrator will review the payment request and submit the documents to the Suwannee County Finance Office for payment to the contractor for services rendered and to the SHIP Administrator for program fees.
1. Eligible Housing. Any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553. Manufactured / mobile housing must be no older than four (4) years old to be eligible for purchase assistance, and no older than ten (10) years old to be eligible for Emergency Repair assistance. Manufactured / mobile housing constructed after 1994 is eligible for Disaster Repair/Mitigation strategy for the Hurricane Idalia Disaster Declaration by the Governor of Florida issued September 2023. Manufactured / mobile housing is not eligible for Demolition / Reconstruction strategy.
- ~~6.2 is not eligible for Disaster / Mitigation strategy or Demolition / Reconstruction strategy.~~
- 7.3 Mortgage Maximums. The total of the mortgages cannot exceed \$285,000 excluding approved closing costs. Approved closing costs are those costs that are normal and customary in closing a primary or secondary Real Estate mortgage. This specifically excludes any costs associated with debt consolidation, pay-down of debt, or any existing debt or judgment payoff other than an existing mortgage encumbering the property.

Section II. LHAP Strategies

A. PURCHASE ASSISTANCE WITH REHAB	Code 01
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a. Summary: Assist applicants with the down payment and closing costs for the purchase and repair of an existing home.
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$25,000 for Very Low, \$22,000 for Low, \$20,000 for Moderate
- e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage
 2. Interest Rate: 0%
 3. Years in loan term: 10
 4. Forgiveness: 10% per year from the date of the SHIP lien
 5. Repayment: Not required as long as the loan is in good standing
 6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property is sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of



said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator as long as funds are available. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having all commitment required documents on file with the SHIP Administrator: Construction or Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector (if applicable), and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector (if applicable), and any other documentation requested by the SHIP Administrator.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. Down payment assistance cannot exceed 50% of the sales price of the home.
2. Applicant contribution amount: 0.5% of the sales price for Very Low, 1% of the sales price for Low, and 2% of the sales prices for Moderate.
3. Applicant or Co-applicant must complete a homeownership course.
4. Subordination requests for refinancing will be in accordance with Exhibit G Subordination Agreement Policies.
5. In the case of financing by an individual rather than a financial institution the following will apply:
 - a. SHIP Lien Agreement will be in the primary lien position and the financier will be in the subordinate lien position.
 - b. The interest rate cannot exceed 8%.
 - c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
 - d. There can be no balloon payment.
 - e. An amortization schedule must be provided to the SHIP Administrator.
6. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

B. PURCHASE ASSISTANCE WITHOUT REHAB	Code 02
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a. Summary: Assists applicants with the down payment and closing costs for the purchase of a newly constructed home or an existing home with no repairs paid for with SHIP funds.



- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$25,000 for Very Low, \$22,000 for Low, \$20,000 for Moderate
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 10
 - 4. Forgiveness: 10% per year from the date of the SHIP lien
 - 5. Repayment: Not required if the loan is in good standing
 - 6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator as long as funds are available. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having all commitment required documents on file with the SHIP Administrator: Construction or Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector (if applicable), and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector (if applicable), and any other documentation requested by the SHIP Administrator.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. Down payment assistance cannot exceed 50% of the sales price of the home.
 - 2. Applicant contribution amount: 0.5% of the sales price for Very Low, 1% of the sales price for Low, and 2% of the sales prices for Moderate.
 - 3. Applicant or Co-applicant must complete a homeownership course.
 - 4. New construction contracts must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes made once submitted.
 - 5. Subordination requests for refinancing will be in accordance with Exhibit G Subordination Agreement



- Policies.
4. In the case of financing by an individual rather than a financial institution the following will apply:
 - a. SHIP Lien Agreement will be in the primary lien position and the financier will be in the subordinate lien position.
 - b. The interest rate cannot exceed 8%.
 - c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
 - d. There can be no balloon payment.
 - e. An amortization schedule must be provided to the SHIP Administrator.
 5. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

Strategy Name: DEMOLITION / RECONSTRUCTION	04
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- | |
|--|
| <p>a. Summary: Assists applicants with the demolition of an existing home when at least 50% of the dwelling is beyond reasonable repair, and construction of a new, affordable home.</p> |
|--|
- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
 - c. Income Categories to be served: Very low
 - d. Maximum award: \$25,000.00. If cost exceed maximum award client must be eligible and awarded CDBG grant for the remainder.
 - e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded subordinate mortgage.
 2. Interest Rate: 0%
 3. Years in loan term: 10
 4. Forgiveness: The loan is forgivable at 10% per year from the date of the SHIP lien.
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process it if is determined that adequate funds may be available to justify pursuing a recapture.
 - f. Recipient Selection Criteria: Homes must not be eligible for any other SHIP strategy. Applicants will be served on the basis of qualification for CDBG.

- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information:
 - 2. SHIP Leveraging Resources: CDBG
 - 3. Subordination requests for refinancing will be in accordance with Subordination Agreement Policies attached hereto.
 - 4. Construction contract must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes once submitted.
 - 5. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

C. DISASTER REPAIR/MITIGATION	Code 05, 16
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a. Summary: Assists applicants following a disaster declared by the President of the United States or the Governor of the State of Florida.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low, and moderate
- ... Maximum award: \$25,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Grant
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Priority shall be given to households qualifying as Special Needs as defined in 420.0004 (13) FS or Elderly as defined in 420.503 FS.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. SHIP disaster funds may be used for items such as, but not limited to:
 - A. Purchase of emergency supplies for eligible households to weatherproof damaged homes.
 - B. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable.
 - C. Construction of wells or repair of existing wells where public water is not available.
 - D. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies.



- E. Security deposit for eligible recipients that have been displaced from their homes due to disaster.
 - F. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.
 - G. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.
2. Existing homeowner's insurance is not required to be eligible for assistance.

D. EMERGENCY REPAIR	Code 06
----------------------------	---------

a. Summary: Assists applicants with the emergency repair of their primary residence to alleviate code violations or improve health hazards, and life and safety issues.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low

d. Maximum award: \$12,500

Terms:

- 1. Repayment loan/deferred loan/grant: Grant
- 2. Interest Rate: N/A
- 3. Years in loan term: N/A
- 4. Forgiveness: N/A
- 5. Repayment: N/A
- 6. Default: N/A

f. Recipient/Tenant Selection Criteria: In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in Section I Program Details. Applications for assistance will be ranked as set forth in Section I Program Details, Item I Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

Additional Information:

- 1. Existing homeowner's insurance is not required to be eligible for assistance.
- 2. Property must be free of delinquent property taxes.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The current permitting process for Suwannee County should be retained until the case load increases to such a degree that a backlog is experienced. The County currently issues approximately 140 permits per year. The County believes that a backlog would be experienced when more than 300 permits are issued per year. In accordance with the Policy of the Housing Element of the County's Comprehensive Plan, this includes the continued refining and streamlining of the existing development approval process, plus expedited plan reviews and inspections, explanatory brochures, and computer programs to further refine the existing one-stop permitting and development review process and reduce the financing cost for developers.

The County takes all steps necessary not to delay the review of affordable housing developments, and should review delays begin to occur, the County institutes the practice of reviewing the affordable housing development first. This will occur when more than 300 permits are processed per year.

The Planning and Zoning Board will conduct a second meeting a month to accommodate specific affordable housing projects brought forth by planning and development if they are unable to meet the regular meeting schedule.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

The County has the responsibility of performing the review procedure. The County or SREC, Inc. staff will review the action and prepare a written report with recommendations prior to the adoption of the plan if a policy, ordinance or regulation change, or plan provision is made by the County. The staffs' review will consider the following:

- a. Will the action increase the cost of development? If so, approximate cost. Explain how increased cost is worth the negative impact on housing cost.
- b. Will the action increase the time of approval? If so, how does benefit of this increase in approval time compare with the impact on housing costs?
- c. Does the action increase the long-term development cost? If so, how do the increased cost compare with the benefits of the action?



IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed, or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Subordination Policy

SUWANNEE COUNTY

Administration

Executive Summary

Objective: Determine whether to purchase a new wheel loader, lease a new unit, or extend current lease for Public Works Shoulder Crew.

Considerations: Current lease for W544L wheel loader expires on 10-30-2023. The unit has around 2,650 work hours. Staff received quotes to compare the purchase of a new unit, leasing a new unit, and extending the existing lease. Information is shown below.

Purchase new 2023 unit - \$212,735.00.

Two-year lease/3000 hours new 2023 unit - \$56,213.00 annual payment.

Extend existing lease for two years/3000 work hours - \$19,389.45 annual payment and one-time \$10,324.80 warranty payment.

Budget Impact: Budgeted item.

Recommendation: Extend current 544L wheel loader lease for 24 months with warranty.

Respectfully submitted,

Dated:

Greg Scott,
County Administrator



October 12, 2023

Suwannee County

Beard Equipment Company appreciates the opportunity to quote these machines and leases to Suwannee County. We look forward to supporting any needs you may have.

2023 544G with cab, ac, Final Tier IV engine, 20.5R25 L3 radial tires, JD Link machine monitoring system, Premium AM/FM Radio, rear camera, fire extinguisher, Transmission/Bottom Guards, three function hydraulics, hydraulic quick coupler.

Attachments included with 544P:

- 3.0 cyd Bucket
- 105" Grapple Rake with Clamp

Price	\$212,735.00
2 year or 3,000-hour lease payment	\$56,213.00

- Annual, advance lease payments
- Deere Comprehensive warranty for 24 months or 3000 hours
- No travel time, mileage or warranty deductibles for warrantable repairs
- Free loaner unit if the machine is down for 48 hours. If we know we cannot fix the unit upon arrival within 48 hours, we will bring a machine asap.
- No property taxes to be charged to Deere Credit

Extend the Lease on your current 544L SN 1DW544LZCKF697555

12-month lease extension or 4500 hours.
12-month payment: **\$19,862.82**

24-month lease extension or 6000 hours.
24-month payment: **\$19,389.45**

For example, on the 12-month option, you could run the machine until 10/30/24 or 4500 total hours.

These lease payments do not include any additional warranty. If you wanted to purchase additional Comprehensive Warranty, the price would be **\$10,324.80**. Beard Equipment would send you an invoice for this amount.

Mobile, AL
2480 E. I-65 Service Rd. N./ 36617
251-456-1993

Pensacola, FL
3195 W. Nine Mile Rd./ 32534
850-476-0277

Panama City, FL
4625 Highway 231 N./ 32402
850-769-4844

Freeport, FL
33 Industrial Court/ 32439
850-835-3337

Jacksonville, FL
6870 Philips Highway/ 32216
904-296-5000

Lake City, FL
2578 SE Baya Dr./ 36055
386-752-9544

Palatka, FL
356 N. Highway 17/ 32177
386-325-6268

Brenda Flanagan

From: Jamie Saalfield <JSaalfield@BeardEquipment.com>
Sent: Thursday, October 12, 2023 6:00 PM
To: Shannon Roberts
Cc: Brenda Flanagan; Steve Carter; Jamie Saalfield
Subject: Extend Lease and New Pricing Suwannee County Board 03* 0069188 002
Attachments: Suwannee County 544G 11OCT23.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Shannon and Brenda.

Please see attached. I think this is everything you need. Let me know if you need anything else.

The current lease matures on 10/30/23 so let me know your intentions next week if possible. I need to let John Deere know if you are going to keep the current unit.

Thank you both –

Jamie

From: Jamie Saalfield
Sent: Thursday, October 5, 2023 11:33 AM
To: Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>
Cc: Brenda Flanagan <brendaf@SUWCOUNTYFL.GOV>; Steve Carter <SCarter@BeardEquipment.com>
Subject: FW: Extend Lease Suwannee County Board 03* 0069188 002

Hello Shannon and Brenda,

This 544L sn 697555 currently has around 2,650 hours. This lease matures on 10/30/23. Below is a 12 month or 4500 total hour lease extension as well as 24 month or 6000-hour extension.

For example, on the 12 month option, you could run the machine until 10/30/24 or 4500 total hours.

The lease payments below do not include any additional warranty. If you wanted to purchase additional Comprehensive Warranty, the price would be \$10,324.80. Beard Equipment would send you an invoice for this amount

Please let us know how you would like to proceed so I can get back to Deere.

Thank you –

Jamie

12 month lease extension or 4500 hours.

12 month payment: \$19,862.82

24 month lease extension or 6000 hours.

24 month payment: \$19,389.45

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Task Order with Locklear & Associates for Construction Engineering Services associated with the reconstruction of Express Street from Henry Avenue to Feed Mill Avenue.

Considerations:

FDOT requires a separate CEI service for grant projects.

The firm is currently a county-approved engineering group.

Budget Impact:

\$10,100 will be funded from the Road Department Professional Services line. Staff does not anticipate any additional cost for CEI; however, if there are unforeseen issues, additional CEI costs will be paid from the same line.

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners approve the Task Order with Locklear & Associates for Construction Engineering (CEI) services associated with the reconstruction of Express Street from Henry Avenue to Feed Mill Avenue.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: November 7, 2023



TEL (352) 672-6867
FAX (352) 692-5930

210 SW 4th Avenue
Gainesville, FL 32601
www.locklearconsulting.com

October 31, 2023

Mr. Greg Scott
Suwannee County Administrator
13150 80th Terrace
Live Oak, FL 32060

RE: Proposal to Provide Construction Engineering Inspection Services
Express Street

Dear Mr. Scott:

Locklear & Associates, Inc. (L&A) is pleased to present this proposal for professional services to Suwannee County (County). This proposal describes the professional construction engineering inspection (CEI) services to be provided by L&A during the reconstruction of Express Street from Henry Avenue to Feed Mill Avenue in accordance with the County's agreement (#438629-2) with the Florida Department of Transportation (hereinafter "Project").

Scope of Services

The Project includes improvements to approximately 0.25 miles of Express Street. Construction will be done in accordance with the permitted design plans prepared by North Florida Professional Services, Inc.

L&A will provide construction engineering inspection services in accordance with the scope of work defined in the County's agreement with the Florida Department of Transportation. The services will include the following:

- Schedule a pre-construction meeting with the contractor to review construction issues and schedule.
- Review and comment on the contractor's schedule.
- Provide part-time construction inspection.
- Document and route contractor's requests for clarifications and change orders to the project engineer.
- Review requisitions and recommend payment with concurrence from the project engineer.
- Notify project engineer and County of deviations from the design and specifications by the contractor.
- Prepare punch list.
- Review contractor's notice of completion.
- Review and comment on contractor's as-built drawings.
- Recommend close-out payment.



TEL (352) 672-6867
FAX (352) 692-5930

210 SW 4th Avenue
Gainesville, FL 32601
www.locklearconsulting.com

- Provide certification of completion to the County.

Assumptions

The following assumptions have been made in order to prepare an estimate of the project costs:

- Contractor will require 45 days to achieve Substantial Completion.
- One pre-construction meeting attended by Professional Engineer (PE) and Construction Engineering Inspector (CEI).
- Three progress meetings attended in person by CEI and remotely by PE. Meetings will be held concurrently with scheduled CEI site visits.
- Two site visits per week for CEI.

Fee

The scope of services described herein will be completed on a time and materials basis in the amount of \$10,100.

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Professional Engineer	30	\$120	\$3,600
Inspector	130	\$50	\$6,500

Necessary effort beyond that detailed above will be invoiced on an hourly basis as follows:

Professional Engineer	\$120/hour
Inspector	\$50/hour

We appreciate the opportunity to be of service to you and the citizens of Suwannee County. If you have any questions, please call me or Lisa Baker at 352-672-6867.

Sincerely,

A handwritten signature in black ink, appearing to read "John Locklear".

John Locklear, P.G.
Owner/President
Locklear & Associates, Inc.

SUWANNEE COUNTY

Administration

Executive Summary

Objective: Approval of amended North Florida Professional Services, Inc. Task Order for engineering services associated with CR 136 & 137 Utility Main Extension – Markham Water Main Extension.

Considerations: These services were necessary to facilitate Board approved Change Order No. 2 with Music Construction.

Budget Impact: Lump Sum Services are \$3,500.00 and funded by ARPA funds.

Recommendation: Staff recommends approval of Task Order Amendment.

Respectfully submitted,

Dated:

Greg Scott,
County Administrator



NFPS



PO BOX 3823
LAKE CITY, FL 32056



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



www.nfps.net

AMENDED TASK ORDER FOR ENGINEERING SERVICES

CR 136 & CR 137 Utility Main Extension- Markham Water Main Extension

This agreement made this _____ day of October 2023 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The COUNTY requires additional construction plans and a FDEP application submittal to extend the water main through the Markham property on CR 137, herein after being referred to as the PROJECT.

The CONSULTANT will prepare construction plans and submit a FDEP watermain extension application.

The CONSULTANT agrees to provide these services for the lump sum of Three Thousand Five Hundred Dollars (\$3,500.00). This fee shall be invoiced not more than once monthly based percentage of completion. This is in accordance with the Master Contract between COUNTY and CONSULTANT.

This Amended Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein for the development of assessment survey.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Attest:

Clerk

BY: _____

Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: _____



Gregory G. Bailey, P.E.
President

Mandy Frederickson

From: Beshears, Cristin <Cristin.Beshears@commerce.fl.gov>
Sent: Friday, October 27, 2023 3:02 PM
To: Jimmy Norris; gscott@suwcountyfl.gov
Cc: Mandy Frederickson
Subject: F1541 Suwannee County MOA-RAO Signature Needed
Attachments: F1541-MOA_SuwanneeCounty-Signature Needed.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Scott,

Please find attached the Memorandum of Agreement detailing the terms and conditions of the re-designation of the North Central Rural Area of Opportunity. Continued designation as a Rural Area of Opportunity is dependent upon each county and municipality executing and adhering to the terms and conditions contained within the MOA per Executive Order 23-132 and section 288.0656(7)(b) F.S.

(b) Designation as a rural area of opportunity under this subsection shall be contingent upon the execution of a memorandum of agreement among the department; the governing body of the county; and the governing bodies of any municipalities to be included within a rural area of opportunity. Such agreement shall specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the county and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.

- The MOA does not require any financial commitment on the part of the county or municipality.
- Failure to execute the MOA will put the designation in jeopardy along with access to the assistance available only to communities in a designated Rural Area of Opportunity.
- Please review the memorandum with your commission/council at your next scheduled meeting and return the signed MOA along with the completed Exhibit A, Designated Contacts. One fully executed copy will be returned to you. If there is no non-profit economic development entity operating in your municipality, please complete the contact information for an elected or appointed official to act as point of contact for economic development issues.

If you have any questions regarding this memorandum, please feel free to contact me at 850-717-8486.

Respectfully,

Cristin Beshears, FCCM
Government Analyst II
Bureau of Community Planning & Growth

Florida Department of Commerce
Office: 850.717.8486

www.FloridaJobs.org

FLORIDACOMMERCE

**MEMORANDUM OF AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”) and Suwannee County (“County”). Commerce and the County are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

I. Background and Purpose of MOA

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO).
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida’s economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.
- C. Florida’s Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within Commerce and authorizes the participation of State and regional organizations in this initiative. Section 288.0656(7)(a), F.S., provides for the designation of up to three RAOs formerly Rural Areas of Critical Economic Concern (RACECs) under F.S., 1999-2013). RAOs include rural communities or a region composed of rural communities, including rural counties as identified in section 288.0656(2)(d)(e), F.S., that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on **April 21, 2023**, and recommended the re-designation of the North Central region composed of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union as an RAO. On **June 16, 2023**, Governor Ron DeSantis issued Executive Order Number **23-132**, which re-designated the North Central RAO for another five-year term with an expiration date of **June 11, 2028**.

II. The Participating Community

- A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order Number 23-132, RAO designation shall be contingent upon the execution of a MOA between the Parties. Section 288.0656(7)(b), F.S., requires this MOA to specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the County and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.
- B. The County agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued designation as a RAO.
- C. The County shall:
 - 1. Designate a specific contact person from among County elected or appointed officials to serve as a point of contact in all matters and activities relating to the North Central RAO;
 - 2. Designate a specific person from a non-profit organization actively engaged in economic development within the County to serve as the single point of contact to represent and provide input on all economic development matters and activities relating to the North Central RAO; and
 - 3. Include contact information for designees on Exhibit A, attached hereto (these designees may be the same designee to serve as the representative to other similar organizations). The County shall inform Commerce in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change.

III. Implementation and Duration

- A. Pursuant to Executive Order Number 23-132, the designation of the North Central RAO affecting the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union shall be in effect for five years and will expire on **June 11, 2028**.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous Rural Area of Critical Economic Concern and RAO agreement(s) between the Parties.

- D. This MOA shall expire on **June 11, 2028** unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The County may terminate this MOA at any time upon written notice to Commerce.
- G. Designation as an RAO is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed, or if this MOA is terminated and another MOA is not timely and duly executed in its place.

- The remainder of this page has been intentionally left blank. -

IV. EXECUTION

By affixing her or his signature herein below, each undersigned official represents and warrants that she or he has read the above MOA and the Exhibit A attached hereto and understands each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the Attachments and Exhibits hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

SUWANNEE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF COMMERCE

By _____
Signature

Name Franklin White
Chairman, Suwannee County

Title Board of County Commissioners

Date _____

By _____
Signature

Name J. Alex Kelly

Title Secretary

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

EXHIBIT A – DESIGNATED CONTACTS
County Name, Florida

Contact Information for an Elected or Appointed Official

Name: Franklin White, Chairman

Address: 13150 80th Terrace
Live Oak, Florida 32060

Phone: (386) 364-3450

Fax: (386) 362-1032

Email: commissioner5@suwcountyfl.gov

**Contact Information for One Person from
a Non-Profit Organization Engaged in Economic Development**

Name: Jimmy Norris, Director of Economic Development

Address: 220 Pine Avenue SW
Live Oak, Florida 32064

Phone: (386) 364-1700

Fax: _____

Email: jimmyn@suwcountyfl.gov

Please complete this page and return with the signed MOA. The County is required to inform Commerce of any changes to this information within ten (10) business days of a change.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of agreement with Clemsons, Rutherford & Associates, Inc. for Professional Architectural Services following the RFQ 2023-16, which opened on August 15, 2023.

Considerations:

The County Administrator, in conjunction with the County Attorney, negotiated rates with Clemsons, Rutherford & Associates, Inc.

Recommendation:

Respectfully request approval to enter a Professional Architectural Services Agreement with Clemsons, Rutherford & Associates, Inc.

Respectfully submitted,

Date: November 7, 2023

Greg Scott,

County Administrator

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of October in the year Twenty-Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Suwannee County Board of County Commissioners
13150 80th Terrace
Live Oak, Florida 32060

and the Architect:
(Name, legal status, address and other information)

Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, Florida 32308
850-385-6153

for the following Project:
(Name, location and detailed description)

Suwannee County Board of County Commissioners

Minor Projects as allowed by F.S. 287.055.
Architectural & Engineering Services for Construction Projects estimated not to exceed
\$4,000,000 and for Projects/Scope without a Construction Value including but not limited
to: Studies, Master Planning, Surveys, Evaluations, where each Fee does not exceed
\$500,000.

Any Future Amendments to F.S. 287.055 changing dollar limits shall apply to this
Agreement without nullifying Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Int.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined at a later date by Project Specific Task Order

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined at a later date by Project Specific Task Order

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined at a later date by Project Specific Task Order

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined at a later date by Project Specific Task Order

Init.

.2 Construction commencement date:

To be determined at later date by Project Specific Task Order.

.3 Substantial Completion date or dates:

To be determined at later date by Project Specific Task Order.

.4 Other milestone dates:

To be determined at later date by Project Specific Task Order.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined at later date by Project Specific Task Order.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined at later date by Project Specific Task Order.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Greg Scott
County Administrator
13150 80th Terrace
Live Oak, Florida 32060

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable

(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Lewis
Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, Florida 32308
850-385-6153

Int.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined at a later date by Project Specific Task Order

.2 Mechanical Engineer:

To be determined at a later date by Project Specific Task Order

.3 Electrical Engineer:

To be determined at a later date by Project Specific Task Order

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer, Surveyor, Geotechnical Engineer, Hazardous Materials Consultant, Landscape Architect, etc.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one-million-dollars (\$ 1,000,000.00) for each occurrence and two-million-dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million-dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five-hundred-thousand-dollars (\$ 500,000.00) each accident, five-hundred-thousand-dollars (\$ 500,000.00) each employee, and five-hundred-thousand-dollars (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three-million-dollars (\$ 3,000,000.00) per claim and three-million-dollars (\$ 3,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES TO BE DETERMINED IN PROJECT SPECIFIC TAKS ORDER.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

Init.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect 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.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect 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 the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table deleted)

SEE EXHIBIT 'A'

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit "A" – Services, for List of Available Services. Project Specific Services to be determined by Task Order.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit "A" – Services for List of Available Services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Visits to the site by the Architect during construction

(Paragraphs deleted)

will be determined by Project Specific Task Order.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys or request Architect to Provide Services to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect 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. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services or request Architect to Provide Services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

(Paragraph deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

For Projects less than \$500,000 in Construction Value and for Projects with a Scope without a Cost of the Work, Fee will be hourly at current Hourly Rates.

(Paragraphs deleted)

For Projects with Construction Estimates between \$500,000 - \$4,000,000 Basic Services Fee will be a Percentage of Cost of the Work, based on the DMS A/E Fee Curve (unless negotiated otherwise by Project Specific Task Order).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly at Current Hourly Rates unless negotiated otherwise in Task Order.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly at Current Hourly Rates unless negotiated otherwise in Task Order.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Two	percent (2	%)
Construction Phase	Eighteen	percent (18	%)

Init.

Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Once actual Cost of the Work is known, the actual Cost of the Work shall be used to calculate compensation.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B" - Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Ten Percent (10%) Annual Rate

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Parties to this Agreement Acknowledge and Agree that this Agreement may be used by CRA with other School Districts, Counties, Cities and Other Public Entities to Procure Like Services. This process is typically referred to as "Piggy Backing" .

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A" – Services; Exhibit "B" - Rates

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)

William D. Rutherford, President

(Printed name, title, and license number, if required)

Init.

EXHIBIT 'A'
To
Owner - Architect Agreement Between Owner and CRA
List of Available Supplemental Services, Add Services, and Reimbursables

Description	Responsibility (CRA-Architect, Owner, TBD-To be determined, or NP-Not		5/2/2023
1. Programming - narrative or plan form	TBD		
1a. Multiple preliminary designs	TBD		
1b. Concept plans not used for schematics	TBD		
2. Land Survey Services	TBD		
3. Geotechnical Services	TBD		
4. Utility Location Services	TBD		
5. Existing Conditions Architectural Base Drawings - Limited conversion of prints to CAD dwgs if available. Limited field measurements.	TBD		
5a. Structural review or study of existing building.	TBD		
6. Economic Feasibility Studies - Review the Financial Viability of a project.	TBD		
7. Site Analysis and Selection - evaluating a site(s) for selecting a site and project viability.	TBD		
8. Permitting/Review Fees of Authority Having Jurisdiction, AHJ's - Water Management, Local Site, DEP, DOT	TBD		
8a. Planning and Zoning changes.	TBD		
9. Owner- Equip. / Consultant Coordination: reviewing and coordinating with Owner supplied equipment/vendor.	TBD		
10. Schedule and Monitoring - Detailed Scheduling and Monitoring of Contractors Forces is not provided.	TBD		
11. Civil Design - Grading, Staking, and utility plans, as required for construction.	TBD		
12. Off Site Utilities or Special Utilities - Design of Utilities Outside the Immediate Project Site	TBD		
13. Civil, Environmental Permitting Asst. - Preparing Documents and Completing Forms for Necessary Site and Environmental Permitting.	TBD		
14. Environmental Reports - i.e. wet lands or listed species on site, etc.	TBD		
15. Landscape Design and irrigation design.	TBD		
16. Traffic Study -	TBD		
17. Ground penetrating Radar - i.e. Radar used to locate underground utilities.	TBD		
18. USGBC LEED - Designing building to LEED standards.	TBD		
18a. Code Required Commissioning.	TBD		

18b. Fundament Commissioning - LEED	TBD		
18c. Enhanced Commissioning - LEED	TBD		
19. Interior Design, Mat'ls Specs - Custom, one of a kind, ornate, or detailed finishes	TBD		
20. FF&E Furniture, Fixtures, and, Equipment typical items not physically part of the building for example, desks, and chairs. Not included is Owner Technology/structured cabling.	TBD		
21. Special Bidding (re-bidding) or Negotiation - Example, Procuring Individual Bids From Each Subcontractor.	TBD		
21a. Early release packages, fast tracking	TBD		
22. Value Analysis - preparing cost comparisons between multiple systems or products.	TBD		
23. Detailed Cost Estimating - Estimate in a Higher Detail than Order of Magnitude	TBD		
24. Grounding test.	TBD		
25. Total Project Management/CM - An Enhanced Level of Support During Document Production, Bidding and Construction.	TBD		
25a. Clerk of the Works, On-site project representation, Owners Representative	TBD		
25b. Prolonged contract administration	TBD		
26. Start-up Assistance - Enhanced Support to help with the start up and operation of the building, from Stocking freezers to plates.	TBD		
27. Record Drawings of New Construction - CAD Drawings Representing the recorded As-Built Condition of primary finished New Work as recorded by the contractor.	TBD		
27a. Conformed Documents for construction	TBD		
27b. As-designed record drawings	TBD		
28. Post-Contract Evaluation/Warranty Inspection	TBD		
29. Tenant Related Services - Assistance With Tenant Relations and Contracts.	TBD		
30. Hazardous Material Study/Abatement Drawings - Survey For Hazardous Materials	TBD		
31. Abatement plan.	TBD		
32. Abatement monitoring & clearance testing.	TBD		
33. Energy Forms - Energy Forms Required by AHJ for Approval and Permitting.	TBD		
34. Life Cycle Cost Analysis	TBD		
35. Energy Modeling	TBD		
36. 3-D Model - Graphic Three Dimension Model of project.	TBD		
37. Model Animation - Animated View of 3-D Model.	TBD		

38. Kitchen Consultant - Specialty Consultant to Select and Specify Commercial Kitchen Equipment.	TBD		
39. Travel, CRA - to client/project site. Expenses for Gas, Food, and lodging, when traveling for the Project.	TBD		
39a. Printing - Review and permitting sets at SD, DD, CD, and Record Drawings.	TBD		
40. Data Cabling - Providing Conduit and Junction Boxes in Walls. Design of Wiring, System's, and Equipment.	TBD		
40a. Audio/Video - Flat Screens, projectors, smart boards.	TBD		
41. Construction Permitting Plans Review, Permitting, and Inspections - Providing third party AHJ permitting services.	TBD		
41a. Construction Permit Application - Completing applications and submittal of permitting documents to AHJ.	TBD		
41b. Special Code Reviews including AHCA	TBD		
42. Special Inspections, Threshold - Threshold Plan and Inspections.	TBD		
42a. Special Inspections, Smoke Control System	TBD		
42b. Special Inspections, Fire penetrations & fire resistive joint systems	TBD		
42c. Special Inspections, Seismic	TBD		
43. Acoustical Consultant(s) Specialty Consultant to study acoustics.	TBD		
44. Physicist for lead shielding design	TBD		
45. Detention/Security consultant	TBD		
45a. Security camera / Access control design	TBD		
46. Photo Documentation of Primary Elements - Example: photos of completed buildings and facilities.	TBD		
47. Other specialty consultant	TBD		
48. BIM - Develop project in a Building Information Model format, Level TBD	TBD		
49. Threat Risk Analysis	TBD		
50. Test and Balance - Review of existing mechanical system.	TBD		
51. 30 Day Electrical Study - Panel study typically required by AHCA.	TBD		
52. Signage Graphics - Graphics for egress maps, directional and informational signs	TBD		
53. Advertisement for Bid - Placement of legal advertisement for bidding in local paper	TBD		
54. Fire Flow Test.	TBD		
55. Historic Preservation	TBD		
56. Site Lighting	TBD		
57. Master Planning	TBD		
58. Redesign, Changes in scope	TBD		

59. Phasing Plans / Temporary Plans	TBD		
60. Two Way in Bldg Communications Test	TBD		
61. Aviation Consultant (Heliport)	TBD		
62. Native American Services Consultant	TBD		
63. Nutritionist Consultant	TBD		
64. Facility management and operational - May include staffing, training, and daily operations management	TBD		
65. Educational Planner	TBD		
65a. Plant Survey	TBD		
65b. Castaldi	TBD		
66. Rational Analysis for smoke control system	TBD		
67. Theater Consultant	TBD		



CLEMONS, RUTHERFORD & ASSOCIATES, INC.

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS | CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, Florida 32308

p: 850-385-6153 | f: 850-386-8420 | www.craarchitects.com

Exhibit B

HOURLY RATES

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge.....	\$265.00
Project Manager/Architect	195.00
Assisting Project Manager	150.00
Project Designer	175.00
Project Interior Designer	170.00
Construction Administrator	155.00
Plans Review and Inspection.....	150.00
Estimator	155.00
Educational Surveyor	140.00
Specification Writer.....	130.00
BIM / 3D Drafting:.....	120.00
Drafting: Senior	105.00
Junior	85.00
Clerical/Support Services.....	80.00

Rates are reviewed and adjusted on an annual basis January 1st of each year.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to submit BRIC grant application on behalf of Suwannee Valley Electric Coop

Considerations:

- SVEC has opportunity to compete for FEMA related funding to convert residential overhead service pole to underground service lines
- SVEC is not eligible to apply for Building Resilient Infrastructure and Communities funding but the County can do so on their behalf via a partnership
- If awarded, the County pays no expenses but acts as a pass-through for the funding and FL Division of Emergency Management (FDEM) reimburses SVEC
- A 3rd party provides expense and grant management services

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request the Board to authorize staff to collaborate with 3rd party grant management resources to prepare and submit the BRIC application
- If grant is awarded, a grant agreement and SVEC partnership agreement will be brought back to BOCC for review

Respectfully submitted,

Greg Scott,

County Administrator



Suwannee County, Suwannee Valley Electric Cooperative Infrastructure Resilience Improvements

Cooperative Grant Proposal Overview

Suwannee Valley Electric Cooperative (SVEC) is proposing, in coordination with Suwannee County, to submit a grant application for FEMA's Building Resilient Infrastructure and Communities (BRIC) Grant Program. The BRIC program, administered through the Florida Department of Emergency Management (FDEM), funds infrastructure projects that reduce the risks associated with natural disasters such as flooding, wildfires, hurricanes and other climate-related hazards.

SVEC, a not-for-profit organization, is not directly eligible for BRIC funding and therefore requires a local government partner to apply on their behalf. SVEC is proposing a partnership with Suwannee County, an eligible entity, to apply for BRIC funding to harden electrical utility infrastructure to its members within Suwannee County. The proposed project represents nearly \$32 million in infrastructure investments to make Suwannee County more resilient to hurricanes and other disasters.

Project Overview



Overhead to Underground Residential Conversion

Replacement of existing overhead residential service connections with more resilient and reliable underground residential service connections.

Benefits:

- Hazard mitigation: tornadoes, hurricanes, wildfire
- Reduces member maintenance costs, potential recovery costs and provides direct tangible assistance
- Increases flexibility, efficiency and resiliency
- Resolves reliability issues and assists with energy savings for rural, disadvantaged communities
- Major infrastructure investments in communities that are disproportionately affected by climate change and do not historically receive the same investment opportunities as larger communities.

Impact:

- 8,596 existing overhead residential service poles will be replaced with an underground metercan and service line, benefitting approx. 23,983 residents of Suwannee County.

Project Cost

Total Project Cost Estimate: \$31,495,744
Project Length: 36 Months

Requested Federal Grant Funds: \$23,621,808 (75%)

SVEC's Non-federal Match: \$7,873,936 (25%)

Up to 5% of the total project costs may be available for administrative costs

Suwanee County's Roles and Responsibilities

- Act and sign as the applicant for the BRIC grant application on behalf of SVEC;
- Coordinate and collaborate with SVEC and their consultant, OVID Solutions, on the grant application and any subsequent grant award process;
- Timely coordination and collaboration with SVEC and their consultant, OVID Solutions, on any required County Permitting to ensure project success;
- Provide access to the FEMA Go application portal so that SVEC and their consultant, OVID Solutions, can prepare the online grant application;
- Upon grant award, release any appropriated funds to SVEC in accordance with any terms and conditions of a future grant award agreement and approved Memorandum of Understanding.

SVEC's Roles and Responsibilities

- Complete the online BRIC application with supporting documents in the FEMA GO portal for review and submission by Suwanee County or authorized representative;
- Provide all project match funding which is required as a minimal of 25% of the total grant funding request;
- Coordinate all project activities with other Suwanee County and its LMS committee;
- Prepare and execute Memorandums of Understanding (MOUs) as may be required by Suwanee County;
- Timely complete and submit all required documentation for grant management, including but not limited to deliverables, reports on progress and expenditures incurred;
- Complete construction work in compliance with all State and Federal regulations;
- Maintain records in sufficient detail for proper pre- and post-audit thereof to substantiate all costs incurred.

New 2023 Laws Regarding Pass-Through Grant Funding (215.971(1)(h), F.S.)

In 2023, the state legislature passed a law to reduce the burden on cities and counties in rural communities who receive large grants. Previously, cities and counties were required to make payment to vendors and subcontractors first and then submit to the state for reimbursement. This reimbursement process can take a long time and burden the local government by preventing access to these dollars for their operations. Large grants present a major opportunity for rural communities, but these grants can exceed local annual budgets and reimbursement wait times could mean that the community would need to take out interest-bearing loans or reduce services in other areas to float the gap in funding.

Upon the enactment of this new law, rural communities that meet the state definition of a rural community or rural area of opportunity are now able to show documentation that the expense has been incurred and work has been completed, but no longer have to float the payment upfront. Instead, the state will provide the funds upfront to pay vendors and require proof of payment on the backend of the process instead of prior to reimbursement. This will mean that local governments will no longer need to secure loans or other means to float the time between making payment and being reimbursed. Suwanee County qualifies as a rural community and therefore, upon grant award, can request that this provision be included in its grant agreement or inquire into the process to allow for payments to be processed in this way.



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Request approval to apply for a Florida Forest Service Volunteer Fire Assistance Grant to purchase fire hose.

Description:

Fire Rescue needs new fire hose to replace hose that is worn and starting to fail testing. In the past we have utilized the Florida Fire Service Volunteer Fire Assistance Grant process to reduce the cost that we must pay for equipment.

Requested action:


We respectfully request Suwannee County Board of County Commissioners to approve the application to the Florida Forest Service Volunteer Fire Assistance Grant for Fire Hose in the amount of \$16,708 and Authorize the Fire Chief to sign any affiliated grant paperwork.

Budget Impact:

The total amount being applied for in the grant is \$16,708. This is a 50% grant. Suwannee County's Share will be \$8,354. The match is a budgeted item.

Respectfully submitted:

Dated: November 7, 2023


Eddie Hand
Fire Chief

AEST Fire & Safety
 304 N Wilkinson Dr
 Laurinburg, NC 28352
 910-506-4060
 Sales@aestsafety.net
 www.AESTSafety.com



Estimate

ADDRESS

Tad Cervantes
 Suwannee County Fire Rescue
 13530 80th Terrace
 Live Oak, FL 32060 USA

SHIP TO

Tad Cervantes
 Suwannee County Fire
 Rescue
 13530 80th Terrace

ESTIMATE # 23-1261

DATE 09/25/2023

EXPIRATION DATE 10/25/2023

ACTIVITY	DESCRIPTION	SKU	QTY	RATE	AMOUNT
Mercedes Kraken Exo 1.75"x 50' low pressure hose Yellow gold anodized Coupling Yellow	Mercedes Kraken Exo 1.75"x 50' low pressure hose Yellow gold anodized Coupling Yellow	12517050ATY 5128NH34RAGWO	80	208.85	16,708.00
	Free shipping on hose at \$10,000 or more				

Due to the economy and supply issues cost and shipping can change without warning. We will try to keep you informed of any issues.

SUBTOTAL	16,708.00
TAX	0.00
TOTAL	\$16,708.00

Accepted By

Accepted Date



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Enter into a Piggyback Service Agreement between Public Consulting Group LLC, and Suwannee County Fire Rescue.

Description:

Suwannee County Fire Rescue needs to enter into a Service agreement with Public Consulting Group LLC, for assistance with the Centers for Medicare and Medicaid Services (CMS) ground ambulance data collection system. Legislation was passed by congress in the Bi-Partisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data. The State of Florida DOH chose Suwannee County to start reporting this year. Public Consulting Group LLC has a relationship with the County assisting with the Certified Public Expenditure Program for Emergency Medical Transportation (PEMT). Using an independent contractor for this data collection ensures all information is correct and lowers our chance of audit by CMS.

Requested Action:


We respectfully request Suwannee County Board of County Commissioners approve the Piggyback Service Agreement with Public Consulting Group LLC. This agreement is a Piggyback agreement originally procured by Volusia County. Upon approval we request authority for the Fire Chief or County Administrator to sign any corresponding agreement paperwork affiliated with this agreement.

Budget Impact:

\$35,000 to be paid from the EMS budget.

Respectfully submitted:

Dated: November 7, 2023

Eddie Hand 
Fire Chief

CONTRACTOR AGREEMENT

This Agreement (“AGREEMENT”) is entered into by and between the Suwannee County Fire Rescue (“PROVIDER”) and Public Consulting Group LLC (“PCG” or “CONTRACTOR”) as of August 9, 2023 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) implemented a Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data; and

WHEREAS, CONTRACTOR possesses professional skills that can assist PROVIDER in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System; and

WHEREAS, PROVIDER wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative;

WHEREAS, the Agreement for Professional Medicare Cost Reporting Consulting Services for The County of Volusia (Florida) provides for the ability of PROVIDER to enter into “piggyback” contracts which allows PROVIDER to utilize an existing contract formally procured by another governmental entity without the need to independently formally procure such services or goods; and

WHEREAS, CONTRACTOR has entered into a contract with the County of Volusia (“Original Procuring Government”), said contract being identified as Medicare Cost Reporting Agreement a true and correct copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference (“Original Government Contract”); and

WHEREAS, PROVIDER has reviewed Original Procuring Government’s procurement documents and CONTRACTOR’s response to the same, the evaluation related to the selection of CONTRACTOR by Original Procuring Government, and PROVIDER agrees with the process and selection of CONTRACTOR; and

WHEREAS, PROVIDER has reviewed the Original Government Contract and has found the scope of services, unit prices, and other terms and conditions as set out in such contract to be reasonable, acceptable and of benefit to PROVIDER; and

WHEREAS, PROVIDER has determined that use and procurement of CONTRACTOR’s services pursuant to the unit prices, terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of PROVIDER, and is permitted under Section 15.2 of the Original Government Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PROVIDER and CONTRACTOR hereby agree as follows:

1. Description of Services

CONTRACTOR will provide the professional services assigned by PROVIDER and more fully described in Attachment A (the "Contracted Services"). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

CONTRACTOR shall provide PROVIDER the services as described herein and in accordance with the scope of services and other terms and conditions of the Original Government Contract between Original Procuring Government and PCG attached hereto as Attachment "A", except that "PROVIDER" shall be substituted for the references to the Original Procuring Government. For services rendered by CONTRACTOR to PROVIDER, PROVIDER shall pay to CONTRACTOR the prices specified in the Original Government Contract for the services ordered by PROVIDER. The scope of services and other terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict.

2. Term

The term for this AGREEMENT will commence on the Effective Date and will expire on _____ (the "Term"). Unless otherwise specified by PROVIDER in writing, CONTRACTOR will provide the Contracted Services for the full Term.

Upon the expiration or termination of this AGREEMENT for any reason, all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this AGREEMENT.

Notwithstanding anything to the contrary, should the Original Government Contract expire or be terminated for any reason, this AGREEMENT between CONTRACTOR and PROVIDER will expire automatically.

3. Compensation

- a. PROVIDER will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.
- b. PROVIDER will compensate CONTRACTOR within thirty (30) days following the receipt of any billing statement(s) from CONTRACTOR that comport with the terms of this AGREEMENT in Attachment B. CONTRACTOR shall submit billing statements directly to the PROVIDER Contact Person identified in Section 5.
- c. Upon termination or expiration of this AGREEMENT, CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. Termination

This AGREEMENT may be terminated immediately by either party following a material breach of this AGREEMENT and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.

5. Notices and Contact Persons

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Person(s) unless replaced by a party by written notice to the other party:

For PROVIDER:

<Contact Name>
<Contact Title>
<Contact Street Address>
<Contact City, State Zip>
<Contact Phone #>
<Contact Email>

For CONTRACTOR:

Sarah DiCicco
Sr. Consultant
816 Congress Ave, Suite 1110
Austin, Texas 78701
737. 443-7420
sdicicco@pcgus.com

6. CONTRACTOR Representation

CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify PROVIDER regarding the circumstances if this representation becomes no longer accurate during the term of this AGREEMENT.

7. Standards of Conduct

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this AGREEMENT.

8. Relationship of the Parties

- a. The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of PROVIDER.
- b. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state

and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by PROVIDER to its employees. PROVIDER will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this AGREEMENT, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to PROVIDER employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for PROVIDER or otherwise incur any obligation on behalf of PROVIDER for any purpose unless expressly authorized by PROVIDER.

9. Record Maintenance

With respect to all records of any kind that CONTRACTOR acquires or creates for purposes of performing the Contracted Services, CONTRACTOR shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

10. Assignment

This AGREEMENT may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this AGREEMENT may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, or sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this AGREEMENT relates.

11. Proprietary or Confidential Information

For purposes of fulfilling its obligations under this AGREEMENT, one party (“Disclosing Party”) may convey to the other party (“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

- a. “Proprietary or Confidential Information” is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, processes, strategies, procedures, plans, know-how, ideas, inventions, and intellectual property – that (i) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; (ii) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, and (iii) has not previously been available to the Receiving Party or others without confidentiality restrictions. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time

afterwards. Proprietary or Confidential Information does not include information that, without a breach of this AGREEMENT, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source, who is lawfully in possession of such information (other than the Disclosing Party) through no breach of this AGREEMENT or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

- b.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- c.** The Receiving Party shall use Proprietary or Confidential Information solely for purposes of the Contracted Services, and for no other purpose, and shall disclose Proprietary or Confidential Information only to such officers and employees of the Receiving Party with a need to know such Proprietary or Confidential Information for purposes of those Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this AGREEMENT and the Contracted Services, without the prior written consent of the Disclosing Party.
- d.** If the Receiving Party is requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Confidential Information: (1) provide the Disclosing Party with written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, within two (2) business days of receiving it; (2) promptly consult with the Disclosing Party on taking steps to resist or narrow the request; (3) cooperate and assist the Disclosing Party with its efforts to obtain an order or otherwise limit or restrict the disclosure of its Confidential Information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of Confidential Information is still required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- e.** Rights and obligations under this AGREEMENT shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- f.** The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition to any other remedies, the entry of injunctive relief and specific performance.
- g.** Upon termination or expiration of this AGREEMENT, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such

information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this AGREEMENT, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

- h.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.

12. As-Is Information and Data

The parties agree and acknowledge that CONTRACTOR will receive all information and data from PROVIDER on an as-is basis. CONTRACTOR is not responsible for errors or omissions in any data that it receives from PROVIDER, nor for any inaccuracies or mistakes in the survey that result from errors or omissions in information received from PROVIDER. CONTRACTOR is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by PROVIDER. CONTRACTOR is not liable for any reimbursement, refund, or contribution should PROVIDER be subject to penalties in connection with the Contracted Services.

13. Intellectual Property

Each party retains all right of interest in any work product and all intellectual property that it conceives, devises, or develops in connection with the performance of the Contracted Services under this AGREEMENT, or that it owned prior to execution of this AGREEMENT, except as may be specifically assigned or transferred in a written contract. CONTRACTOR guarantees that its use or creation of any intellectual property under this AGREEMENT does not infringe upon the intellectual property rights of any third party.

14. Conflicts of Interest

The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for PROVIDER and may perform services for other individuals and organizations consistent with the limitations in this AGREEMENT.

15. Waiver

The failure of a party to enforce a provision of this AGREEMENT shall not constitute a waiver with respect to that provision or any other provision of this AGREEMENT.

16. Entire Agreement

This AGREEMENT (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this AGREEMENT shall be effective unless and until it is specifically terminated.

17. Amendment

This AGREEMENT may be amended only by written agreement of the parties, signed by authorized representatives and referencing this AGREEMENT.

18. Severability

If any provision in this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this AGREEMENT shall continue in full force and effect.

19. Applicable Law and Venue

The parties agree that this AGREEMENT is governed by the laws of the Commonwealth of Massachusetts. The parties also consent to jurisdiction in the courts of the Commonwealth of Massachusetts and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties agree that venue for any court action or proceeding arising out or relating to this AGREEMENT shall be in the State's courts located in Boston, MA.

20. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from a Force Majeure Event. For the purpose of this AGREEMENT, a "Force Majeure Event" means any circumstance not within the reasonable control of the party affected that cannot be prevented, avoided, or removed by such party, and that materially and adversely affects the ability of that party to perform its obligations under this AGREEMENT. Events of Force Majeure shall include, but not be limited to:

- a. any act of war (whether declared or not), hostilities, invasion, military action, nuclear catastrophes, acts of terrorism, or civil disorder;
- b. a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not);
- c. natural disasters, including, but not limited to, earthquakes, fires, floods, landslides, tsunamis, volcanic activity, tornadoes, hurricanes, blizzards, and other exceptional adverse weather conditions;
- d. loss or malfunction of electricity supply or of other essential utilities, communications, or computer (software and hardware) services;
- e. sabotage or piracy;
- f. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;
- g. act of government authority, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or expropriation;
- h. other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions.

The parties shall consult together following the occurrence of a Force Majeure Event to agree to any necessary and reasonable modifications to this AGREEMENT.

21. Miscellaneous

- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
- c.** The liability of either party for losses arising pursuant to or in connection with the terms, covenants, or other obligations (whether express or implied) of the parties under this AGREEMENT shall not exceed \$35,000 in the aggregate un (the “Cap”).
- d.** The parties agree that the terms of this AGREEMENT result from negotiations between them. This AGREEMENT will not be construed in favor of or against either party by reason of authorship.
- e.** The captions and headings in this AGREEMENT are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this AGREEMENT, nor the meaning of any provisions hereof.
- f.** Each party represents that: (1) it has the authority to enter into this AGREEMENT; and (2) that the individual signing this AGREEMENT on its behalf is authorized to do so.



Solutions that Matter

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC

SUWANNEE COUNTY FIRE RESCUE

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
VOLUSIA COUNTY CONTRACT**

**ATTACHMENT B
COMPENSATION and TERM**

This AGREEMENT will be in effect for one (1) National Provider Identifier (NPI) for the duration of one (1) 12-month reporting period, defined as October 1, 2022 to September 30, 2023, followed by a 5-month data collection/submission period commencing on February 28, 2024.

CONTRACTOR shall be paid compensation for all Contracted Services performed as described in herein under a flat fee structure. Total compensation for this AGREEMENT shall be \$35,000 (thirty-five thousand dollars). CONTRACTOR will invoice PROVIDER within thirty (30) days following the submission of the Medicare Ground Ambulance Data Collection Survey. PROVIDER will remit payment to CONTRACTOR within thirty (30) days of invoice receipt.



**AGREEMENT
FOR
PROFESSIONAL MEDICARE COST REPORTING
CONSULTING SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

PUBLIC CONSULTING GROUP LLC

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

AGREEMENT FOR PROFESSIONAL MEDICARE COST REPORTING CONSULTING SERVICES

This Agreement for Professional Medicare Cost Reporting Consulting Services (hereinafter "Agreement") made and entered by and between PUBLIC CONSULTING GROUP LLC, which is duly authorized to conduct business in the State of Florida, and whose principal place of business is located at 148 State Street, 10th Floor, Boston, MA 02109-2589 ("Consultant") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 ("County").

RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified Consultant to provide Medicare Cost Reporting Consulting Services; and

WHEREAS, the County issued Request for Statement of Qualifications 21-SQ-119BB (the "RSQ") seeking a qualified firm to perform Medicare cost reporting and Medicaid reimbursement consulting services, and has received a response from the Consultant; and

WHEREAS, the County has determined that it is in the best interest of the County to award only the Medicare Cost Reporting portion of the solicitation; and

WHEREAS, the County has determined that Consultant is fully qualified to render the required service; and

WHEREAS, in reliance on Consultant's response to the RSQ, the County determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Consultant and County, the parties agree and stipulate as follows:

1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services (Exhibit A), third by the incorporated Fee Schedule (Exhibit B) and fourth by the Business Associate Agreement (Exhibit D). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

- 1.1. **Agreement:** This Agreement for Medicare cost reporting consulting services, including its articles, exhibits, addenda, and attachments.
- 1.2. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Consultant authorizing a modification or revision to one or more terms or conditions of this Agreement.
- 1.3. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Consultant, which is signed by the County and

Consultant authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.

- 1.4. **Compensation:** The amount paid by the County to Consultant for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to Consultant, under the terms of this Agreement, for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.5. **Consultant:** Public Consulting Group LLC, who is the contractor providing Services/Work pursuant to the Scope of Services under this Agreement to the County.
- 1.6. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.7. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.8. **County Project Manager:** The person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.9. **Deliverable(s):** The products or services provided through the Scope of Services for this Agreement including but not limited to: other services, reports, written documentation, training, systems or processes.
- 1.10. **Effective Date:** The date that this Agreement is fully executed by Consultant and the County.
- 1.11. **Key Personnel:** Consultant's personnel who are responsible for Consultant's day-to-day Project operations as described in Consultant's Proposal.
- 1.12. **Proposal:** The document submitted by Consultant in response to a formal solicitation (RSQ No. 21-SQ-119BB), which is used to determine if Consultant is highly qualified.
- 1.13. **Scope of Services:** The Services defined in this Agreement under the Scope of Services at (Exhibit A), which are hereby agreed to by the parties in writing, and which includes Consultant's responsibility for performing and complying with all incidental matters pertaining thereto.
- 1.14. **Services:** Those services defined in the Scope of Services to be performed by Consultant pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Consultant under the Agreement and pursuant to Exhibits A – D, attached hereto and made a part of this Agreement.
- 1.15. **State:** State of Florida.
- 1.16. **Subconsultant:** A third party other than a material man or laborer who enters into an Agreement with a Consultant for the performance of any part of the basic agreement.

- 1.17. **Warranty:** The warranty or warranties as set forth in this Agreement including any warranties required by State Law or regulation.

2 EXHIBITS

- 2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

- 2.1.1 Exhibit A – Scope of Services,
- 2.1.2 Exhibit B – Fee Schedule
- 2.1.3 Exhibit C – Insurance Requirements
- 2.1.4 Exhibit D – Business Associate Agreement

3 ORDER OF PRECEDENCE

- 3.1 If Consultant finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, the order of precedence, Consultant shall immediately call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Services affected thereby.

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- 3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics, Exhibit A – Scope of Services shall be controlling.
- 3.1.2 In the event of any conflicts or inconsistencies between Exhibit B – Fee Schedule and any exhibit in regard to the types of services to be provided under this Contract, Exhibit B – Fee Schedule shall be controlling.
- 3.1.3 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement, the Agreement shall be controlling.

- 4 **SCOPE OF SERVICES.** Consultant shall provide Services under this Agreement and act as Consultant to the County in accordance with the Scope of Services as specifically set forth in this Agreement and its exhibits.

- 4.1 Consultant shall provide Medicare cost reporting consulting services in accordance with the Scope of Services attached as Exhibit A.

- 4.2 **Performance Criteria:**

- 4.2.1 All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

- 4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional manner, in accordance with industry standards and to the satisfaction of the County.
- 4.2.3 **Changes to Scope of Services.** The County may, at any time, by written change order, make changes within the general Scope of Work to be performed under this Agreement; unless otherwise allowed by the County in the written change order, such changes to the Scope of Work (or Consultant's claim for adjustment, described below) shall not allow, permit, or excuse any delay in the performance of the Work. Except as otherwise stated herein, if any such change causes an increase or decrease in Consultant's cost of the Services or the time required for performance of the Services, the County may make an equitable adjustment by amending this Agreement and stating the equitable adjustment in such amendment. Determination of whether an increase or decrease in cost was caused by the change to the scope of work shall be in the County's sole discretion. Any claim by Consultant for adjustment under this article must be asserted in writing within thirty (30) days from the date of the County's notification to Consultant (whether made orally or in writing) of the change that caused the claim for adjustment; otherwise, the claim shall be deemed waived. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by the County. No additional Work shall be performed or extra materials purchased until a written Change Order has been approved by Consultant and County.
- 4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.
- 4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director, or such other proper authority pursuant to County policies and procedures, shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONSULTANT

- 5.1 Where questions exist as to the Scope of Services to be provided, Consultant shall promptly confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Consultant shall also include the following:
- 5.1.1 Consultant shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.2 Consultant covenants and agrees as follows:

- 5.1.2.1 That there are no obligations, commitments, or impediments of any kind that shall limit or prevent Consultant's performance of the Services.
- 5.1.2.2 That its allegations and representations regarding its special talent, training, and experience caused the County to select Consultant to be the prime professional;
- 5.1.2.3 That Consultant possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;
- 5.1.2.4 That Consultant shall adhere to the standard of care applicable to a consultant with the degree of skills and diligence normally employed by a licensed professional in its field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;
- 5.1.2.5 That Consultant shall provide any Project data, summaries, reports, or studies, pursuant to Subsection 5.1.2.4 above, accurately with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Consultant from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on Consultant's status as an industry professional in accepting such documentation.

5.2 **Supervision.** Subject to Subsection 5.1.2.4, Consultant shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Consultant shall hire, compensate, supervise, and terminate members of its work force, and Consultant shall direct and control the manner in which Services are performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Consultant shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or Subconsultants' wages or salaries. Benefits, if any, for Consultant's employees and/or Subconsultants shall be the responsibility of Consultant including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement. Further, Consultant shall be responsible for assuring the County that finished or completed Deliverables comply with the requirements of this Agreement and the Scope of Services contained therein.

5.3 **Assurance.** Subject to Subsection 5.1.2.4, Consultant gives the County its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of

Services shall be considered materially defective and constitute a breach of this Agreement.

5.4 **Accuracy of Reports / Summaries.** Consultant shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Consultant under this Agreement. Consultant shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.

5.5 **Services to Comply with Specifications and Law.** All Services performed by Consultant including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances and statutes.

5.6 **Subconsultants.**

5.6.1 **Employment or Substitution of Subconsultants.** Consultant shall not employ any Subconsultant, other person, or organization of against whom the County may have reasonable objection, nor shall Consultant be required to employ any Subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any Subconsultant who has been accepted by the County without the County's approval.

5.6.2 **Disapproval of Subconsultants.** County's disapproval or requirement of removal or replacement of Consultant's employee or Subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or Subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.

5.6.3 **Consultant Responsible for Subconsultants.** Consultant shall be fully responsible for all negligent acts and omissions of its Subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subconsultant, except as may otherwise be required by law. County may furnish to any Subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific Services done in accordance with the schedule of values.

5.6.4 **Subconsultants to Act Pursuant to this Agreement.** Consultant agrees to bind specifically every Subconsultant to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subconsultants or other outside associates employed in connection with this Agreement to comply fully with the terms and

conditions of this Agreement as such may apply to the Services being performed for Consultant.

6 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties, whichever is later, and shall terminate three (3) years from the Effective Date. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties and County Council approval.
- 6.2 The Services to be rendered by Consultant shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** Consultant shall be paid Compensation for all Services. Compensation listed in Exhibit B – Fee Schedule constitutes complete payment for all Services rendered under this Agreement, including the cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit B – Fee Schedule. The County agrees to pay Consultant in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Consultant shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 7.3 **Reimbursable Expenses.** County's payment to Consultant pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Consultant shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.
- 7.4 **Payments.** Any payments shall be made in accordance with Exhibit B – Fee Schedule. The rates expressed in Exhibit B shall govern Compensation and provide for payments against specified Deliverables and performance.
- 7.4.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Consultant's Services, the County Project Manager is satisfied that the Services has been completed and Consultant has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to Consultant, indicating in writing the reasons for refusing to approve final payment. Subsequent to receiving a

returned invoice, Consultant will make the necessary corrections and resubmit the invoice and, if requested, provide explanation or substantiation for said invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Consultant, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.5 **Invoices.** Invoices or payment requests shall be addressed from Consultant and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Invoice Detail.** Consultant shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished and, if requested, provide substantiation for same. Invoices shall be in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

7.5.2 Consultant's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review Consultant's Invoice and supporting data and notify Consultant in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.5.3 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Consultant shall invoice County for all payments due Consultant under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

7.5.4 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.5.5 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Consultant has submitted an invoice of professional Services, Consultant shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice.

7.5.6 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

7.6 **Consultant's Continuing Obligations.** Consultant's obligation to perform Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the

Agreement: approval of any progress; final payment to Consultant; documentation confirming acceptance of the Services by the County; any payment by the County to Consultant under the Agreement; any act of acceptance by the County or any failure to do so; any correction of defective Services by the County.

- 7.7 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Consultant. The County shall not be obligated to pay Consultant under this Agreement beyond the date of termination except as set forth in this Agreement. County's obligation to pay Consultant is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

8 PAYMENT OF SUBCONSULTANTS

- 8.1 **Payment.** Consultant shall pay its Subconsultants and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Consultant agrees that if it withholds an amount as retainage from such Subconsultants or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.
- 8.2 **Indemnification as to Payment of Subconsultants.** Consultant shall save, defend, and hold the County harmless from any and all claims and actions from Consultant's Subconsultants for payment for Services and Deliverables provided by Subconsultants for Consultant under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any Subconsultant and the County or any obligation on the part of the County to pay or to see the payment of any moneys due any Subconsultant, except as may otherwise be required by law.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Indemnification.** Consultant shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Consultant's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- 9.2 In all claims against the County, Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant, or its employees, agents, contractors, or Subconsultants.
- 9.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the

amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

Consultant shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Consultant shall comply with all requirements of Exhibit C.

11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Consultant.
- 11.2 Consultant may terminate this Agreement upon at least two-hundred ten (210) days prior written notice to County.
- 11.3 Upon receipt of notice of termination by the County from Consultant or upon delivery of notice of termination from the County to Consultant, Consultant shall:
 - 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
 - 11.3.2 Inform the County, in writing, of the extent to which performance is completed.
 - 11.3.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
 - 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Consultant under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 - Agreement Price and Compensation, and this Article 11 - Termination, the County shall cause payments to be made to Consultant within forty five (45) days of receipt of invoice. Consultant shall invoice the County for any sums Consultant claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

- 11.6 If Consultant fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Consultant's unfinished Services. As such, County may apply unpaid Compensation due and owing to Consultant prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and Consultant herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. Consultant and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) County Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the County) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Consultant's Representative	County Representative
10	Consultant's Project Manager	County's Project Manager
10	Consultant's Sr. Vice President	Director of Purchasing and Contracts
20	Consultant's COO or President	Deputy County Manager

12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 COUNTY DATA

13.1 Consultant agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Consultant agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Agreement, Consultant, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Consultant.

13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

14 LOCAL GOVERNMENT REQUIREMENTS

14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Consultant with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Agreement, Consultant acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Consultant entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- B. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if Consultant does not transfer the records to the County.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of Consultant or keep and maintain public records required by the County to perform the service. If Consultant transfers all public records to the County upon completion or termination of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion or termination of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify Consultant of such request, and Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Consultant shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes County to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Consultant agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.
- 14.4 **Compliance with Applicable Laws.** Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Consultant shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Consultant, its representatives, Subconsultants, professional associates, agents, servants or employees. Additionally, Consultant shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Consultant shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Consultant agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Consultant with prompt written notice with respect to any ADA deficiencies of which the County is aware and Consultant will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Consultant furnished or provided in connection with this Agreement, Consultant shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Consultant further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Consultant's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Consultant agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- 14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Consultant agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Consultant certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.8 **Equal Opportunity; Disadvantaged Business Enterprises.**
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.9 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Consultants shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

14.10 Compliance with Federal E-Verify Regulations

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Consultant on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subconsultant. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. The Consultant covenants and agrees that if the County has a good faith belief that Consultant has knowingly violated or if Consultant is found to have violated this Section 14.10; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates this Agreement in accordance with this Section 14.10, the Consultant shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.
- C. Any subcontract entered into by Consultant with any Subconsultant performing work under this Agreement shall include the following language: "The Subconsultant 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 Consultant on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Consultant enters into a subcontract to perform work under this Agreement, Consultant shall require from said Subconsultant an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and Consultant shall maintain a copy of such affidavit for the duration of this Agreement and/or the contract with the Subconsultant, whichever is longer. Consultant acknowledges and agrees that if the County has a good faith belief that a Subconsultant knowingly violated this Section 3.37 or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Consultant otherwise complied with this Section 12.9 and applicable law, the County shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the Subconsultant. Failure to comply with said order shall constitute a violation of this Section 14.10 and the terms of Section 14.10.B shall apply.

14.11 Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Consultant certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such

entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Consultant certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

Consultant understands and agrees that the County may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

15 MISCELLANEOUS PROVISIONS

15.1 **Independent Consultant.** Consultant shall provide the services required herein strictly in an independent contractor relationship with the County and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between Consultant and the County. The County shall not provide vehicles or equipment to Consultant to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Consultant is not exclusively bound to the County and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Consultant or for such entities will not conflict or otherwise interfere with Consultant's provision of Services to the County under this Agreement.

15.2 **Other Agencies.** Consultant may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.

It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Consultant.

15.3 **Third Party Beneficiaries.** Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise

provided in this Agreement.

- 15.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Consultant shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider Consultant to have waived any right to claims against the County concerning the Agreement.
- 15.5 **Safety.** Consultant shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Consultant shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Consultant shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of Consultant, Subconsultant, or supplier's failure to comply with the regulations.
- 15.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Consultant:	with a copy of legal notices to:
Public Consulting Group LLC Attn: Alissa Narode Assoc. Manager Address: 99 Washington Ave, Suite 1720 Albany, NY 12210 Phone: 617-426-2026	Public Consulting Group LLC Attn: Alissa Narode Assoc. Manager Address: 99 Washington Ave, Suite 1720 Albany, NY 12210 Phone: 617-426-2026

15.7 **Assignment.**

Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion, including, but not limited to, requiring Consultant or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article shall be by written Amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Agreement, Consultant shall provide the County

with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Consultant to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 15.8 **Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement. Consultant further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant agrees to require such Subconsultants, by written Agreement, to comply with the provisions of this section to the same extent as Consultant.
- 15.9 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to this Agreement. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Consultant shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Consultant shall, by written Agreement, require its Subconsultants to agree; (i) to the requirements and obligations of this Article 15.9 – Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Consultant's privacy and confidentiality policies and procedures. All audits must be performed at Consultant's home office in Boston, MA. Nothing in this Article 15.9 – Audit Right and Retention of Records shall require Consultant to violate any laws applicable to Consultant as a provider of Medicare cost reporting consulting services.
- 15.10 **Location of County Data.** Consultant shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 15.11 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services, and County must grant approval before any such initial personnel or change or substitution

can become effective. County agrees not to unreasonably withhold any such approval. Consultant shall, except as agreed by the parties, provide the key personnel as long as said staff are in Consultant's employment. In the event of injury, illness, or death of Consultant's key personnel, or if such key personnel leave Consultant's employ, Consultant shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Consultant shall obtain prior written approval of the County Project Manager to replace key personnel, such approval not to be unreasonably withheld. Consultant shall provide the County Project Manager with such information as necessary for County to evaluate the new key personnel. In the event the County Project Manager has reasonable objections to any replacement of key personnel, County shall notify Consultant in writing regarding such objections. Promptly after its receipt of such objections, Consultant shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Consultant shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Consultant shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Consultant to replace any key personnel under this Agreement, Consultant shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Consultant agrees, where reasonably possible, to provide County with at least thirty (30) days notice of changes to Consultant's Project team participants. Consultant agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.

15.12 **References to County or Consultant.** Consultant agrees that during the term of this Agreement, except as provided herein, Consultant may not reference County in Consultant's website, and/or press releases, and, may not place County's name or logo on Consultant's website or in collateral marketing materials relating to Consultant's products and Services without prior review and written approval by County. Further, Consultant agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Consultant's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

15.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

15.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

15.14 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Consultant to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Consultant under the Code, County shall be entitled to retain all of its rights under this Agreement.

15.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Consultant elects to terminate this Agreement.

15.17 **Entire Agreement.** This Agreement contains the entire agreement between Consultant and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

15.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Consultant and the County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

15.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence,

conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

16 ELECTRONIC SIGNATURES

Vendor acknowledges that William S. Mosakowski, President and CEO (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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17 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Medicare Cost Reporting Consulting Services on the date last written below.

Attest:

DocuSigned by:
Meghan Lindsey
4F4F826DE5724F4...

Meghan Lindsey
Administrative Coordinator

Date: 9/9/2021 | 07:48:03 PDT

COUNTY OF VOLUSIA

DocuSigned by:
Suzanne Konchan
5014DA79B91E4A1...

BY: Suzanne Konchan
Deputy County Manager

Date: 9/9/2021 | 07:24:29 PDT

Attest:

DocuSigned by:
Alissa Narode
FA2163BEFC9145E...

Alissa Narode
Associate Manager

Date: 8/30/2021 | 09:25:58 PDT

TBD

DocuSigned by:
William Mosakowski
F1468818E195471...

BY: William S. Mosakowski
President & CEO

Date: 8/27/2021 | 14:00:20 CDT

EXHIBIT A

Medicare Cost Reporting Consulting Services

SCOPE OF SERVICES

2.0 Services to be Provided

A. Project Management

1. The Consultant shall review all County materials, data and all required cost reports to ensure compliance with all state and federal reporting guidelines.
2. The Consultant shall keep the County informed of imminent changes related to all Medicare and Medicaid cost-reporting policies.
3. Beginning in 2021, ground ambulance providers and suppliers must submit Medicare cost reports. The Consultant shall provide the County any updates on this program, highlighting reporting requirements, as they become available. When selected to report, the Consultant shall provide Medicare cost-reporting services and audit assistance to meet reporting requirements.
4. Consultant shall consider all data provided as confidential information. Consultant shall not release any confidential information without prior written consent from the County. Consultant shall inform the County, according to Health Insurance Portability and Accountability Act (HIPAA) guidelines, of any breach of confidential information. This includes unintentional data breaches such as mailing to unintended recipients. Consultant activities shall comply with the Standards for Privacy of Individually Identifiable Health Information, Health Insurance Reform Security Standards published by the HIPAA, and Gramm-Leach-Bliley Act (GLB) and Business Associate Agreement - Exhibit B.

B. Medicare Cost Survey

1. The Consultant shall conduct a preliminary preparedness study to ensure all required cost survey data is being captured by the County and municipalities within the County who perform transports under authority of the County by contract. The Consultant shall provide recommendations and help implement processes for collecting any missing information.
2. The Consultant shall complete the Medicare cost survey on the County's behalf which shall include preparation and audit of the Medicare cost survey and all necessary and required supporting documentation. This shall also include the final report and supporting documentation submission to the Center for Medicare and Medicaid Services (CMS).
3. The Consultant shall collect all data necessary from the County and municipalities within the County who perform transports under authority of the County by contract to complete the Medicare cost survey.

4. The Consultant shall provide detailed data analysis on expenditures assessment, unallowable costs adjustments, and utilization statistics verification.
5. The Consultant shall complete the Medicare cost survey development submission package on behalf of the County.
6. The Consultant shall provide all necessary federal audit support.
7. The Consultant shall provide full access to a web-based portal and training resources.

3.0 Additional Services

If services are required, which are related to, but not included in the Scope of Services for the Medicare Cost Reporting Consulting Services, the County may request the Consultant to provide additional services. The County reserves the right to award additional similar services for, and updates to, the previously awarded Scope of Services. All additional services must be preapproved in writing through a written Amendment.



Exhibit B - Fee Schedule

The fee shall remain firm and fixed for the term of the Agreement inclusive of all labor, material and out-of-pocket expenses. There shall be no reimbursable expenses paid by the County. This fees is inclusive of any subconsultants' fees and all subsequent extensions to the Agreement.

Annual Flat Fee for Medicare Cost Reporting	\$35,000.00
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Hourly Rates

Functional Title	Firm Fixed Hourly Rates
Manager	\$310.00
Associate Manager	\$290.00
Senior Consultant	\$270.00
Consultant	\$225.00
Business Analyst	\$175.00
Operations Analyst	\$135.00
Subject Matter Expert	\$200.00

Hourly Rate section may be used for any additional services not know at the time of the solicitation.

**EXHIBIT C
INSURANCE
REQUIREMENTS**

21-SQ-119BB

Required Types of Insurance

The Consultant shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Consultants shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE	
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation	Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Independent Contractors	EACH OCCURRENCE \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000
	Premises-Operations \$ 1,000,000
	Products & Completed Ops \$ 1,000,000
	Personal & Adv Inj. \$ 1,000,000
	Fire Damage \$
	\$
PROFESSIONAL LIABILITY	\$ 1,000,000 per Claim \$ 2,000,000 Aggregate
CYBER INSURANCE <input checked="" type="checkbox"/> Cyber & Incident Response <input checked="" type="checkbox"/> Network and Information Security & Privacy Liability <input checked="" type="checkbox"/> Third Party Privacy Breach Management Costs	\$1,000,000 per Claim \$2,000,000 Aggregate
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:	
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Rebecca Bishop</u>	Risk Management Division _____

- A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of

**EXHIBIT C
INSURANCE
REQUIREMENTS**

21-SQ-119BB

the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

- B. Subconsultants and Independent Contractors. All subconsultants & independent contractors utilized by Consultant to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Consultant in Figure 1 above and described below in this Exhibit.
- C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Consultant shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Consultant's purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall require the carrier immediately inform the Consultant, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- D. Risk Retention Groups and Pools. Consultant shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Consultant's insurance policies shall be that listed in *Figure 1* or the Consultant's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Consultant shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.
- G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.
- H. Workers' Compensation, Insurance. Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or

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provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Consultant is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Consultant is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

- i. Consultant and its Subconsultants, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Consultant's Subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant of the Consultant, the Consultant shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- i. **Commercial General Liability Insurance.** The Consultant shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Consultant shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Consultant's operations, independent Consultants, Subconsultants and "broad form" property damage coverages protecting itself, its employees, agents, Consultants or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant or by any of its Subconsultants arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Consultants, Property of County in

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Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Consultant to name another party as an additional insured, Consultant shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Consultant shall require its Subconsultants performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Consultant to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

- J. Motor Vehicle Liability. The Consultant shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with **"Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.** The County shall be an additional insured under this policy when required in *Figure 1*.
- K. Professional Liability. The Consultant shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Consultant's or its Subconsultant's professional liabilities whether occasioned by the Consultant or its Subconsultants, or its agents or employees [and broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

- L. Cyber Insurance. The Consultant shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, with coverage for (a) data breaches by the Consultant or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act

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of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012)); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Consultant's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

- M. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

1. Insurance Requirements

A. **General Insurance Requirements:**

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Consultant or its Subconsultants for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Consultant hereby waives all rights against the County and its Subconsultants for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Consultant shall require similar waivers from all its Subconsultants. Consultant's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Consultant, the County shall not be responsible or liable for paying

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deductibles for any claim arising out of or related to the Consultant's business or any Subconsultant performing work or services on behalf of the Consultant or for the Consultant's benefit under the Agreement.

- v. Cancellation Notices. During the term of the Agreement, Consultant shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles. Consultants that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.8 of RSQ #21-P-119BB, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Consultant. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Consultants with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Consultant may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- vii. Consultant's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

2. Proof of Insurance

- A. The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Consultant shall not commence work or provide any service until the Consultant has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and

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Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

- C. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Section. No work or services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
 - D. The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate the Agreement but County has no obligation to renew any policies.
3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.

HIPAA Business Associate Agreement

1. PREAMBLE AND DEFINITIONS.

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), the County of Volusia ("**Covered Entity**") and Public Consulting Group LLC, or any of its corporate affiliates ("**Business Associate**"), a Delaware Limited Liability Company, enter into this Business Associate Agreement ("**BAA**") as of the earlier of the effective date of the Underlying Agreement (as defined below) or the date of full execution of this BAA (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in **MEDICARE COST REPORTING & MEDICAID REIMBURSEMENT CONSULTING SERVICES** (the "**Underlying Agreement**").

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within 20 calendar days of "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees to charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4).

(c) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive

an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment, and health care operations," in accordance with the Privacy Rule.

3.2 Business Associate may use or disclose PHI as Required By Law.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI: Consistent with Covered Entity's Minimum Necessary policies and procedures.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or

limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

5. COMPLIANCE WITH SECURITY RULE.

5.1 Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

6. INDEMNIFICATION.

The parties agree and acknowledge that except as set forth herein, the indemnification obligations contained under the Underlying Agreement shall govern each party's performance under this BAA.

7. TERM AND TERMINATION.

7.1 This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 7.2.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.

7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed 10 days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

7.3 Upon termination of this BAA for any reason, the parties agree that:

Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above which applied prior to termination.

(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

8. MISCELLANEOUS.

8.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

8.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.3 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

8.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

8.8 **Sovereign Immunity.** To the extent permissible by law, the Covered Entity expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any article of this BAA to the contrary, nothing in this BAA shall be deemed as a waiver of the Covered Entity's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Covered Entity for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Covered Entity, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the last date indicated below:

Attest:

COUNTY OF VOLUSIA

DocuSigned by:
Meghan Lindsey
4F4F826DE5724F4...

DocuSigned by:
Suzanne Konchan
5014DA79B91E4A1...

Meghan Lindsey
Administrative Coordinator

Suzanne Konchan
Deputy County Manager

Date: 9/9/2021 | 07:48:03 PDT

Date: 9/9/2021 | 07:24:29 PDT

Attest:

TBD

DocuSigned by:
Alissa Narode
FA2163BEFC9145E...

DocuSigned by:
William Mosakowski
F1408818E195471...

Alissa Narode
Associate Manager

William S. Mosakowski
President & CEO

Date: 8/30/2021 | 09:25:58 PDT

Date: 8/27/2021 | 14:00:20 CDT

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Award bid 2023-20 and authorize the Chairman to execute a contract with Curt's Construction for road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue.

Considerations:

Bids were opened on October 17, 2023.

Curt's Construction was deemed the low-qualified bidder.

FDOT has provided concurrence to award.

Budget Impact:

\$240,013.76 to be funded by FDOT.

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners to award bid 2023-20 and authorize the Chairman to execute a contract with Curt's Construction for road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: November 7, 2023



Administrative Services

13150 80th Terrace Live Oak, FL 32060

Greg Scott, County Administrator

**Tabulation Bid No. 2023-20
Paving Express Street
Suwannee County, FL**

Respondent Name	Location	Base Bid
Art Walker Construction, Inc.	Lowell	\$358,228.00
Curt's Construction, Inc.	White Springs	\$240,013.76
Anderson Columbia Co., Inc.	Lake City	\$471,794.84

Notice of Award

Dated November 7, 2023

Project: Express Street from Henry Ave to Feed Mill Ave	Owner: Suwannee County Board of County Commissioners	Owner's Contract No.: 2023-
Contract: Express Street from Henry Ave to Feed Mill Ave		Engineer's Project No.: L210914SUW

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 519 NW Crawford Ct White Springs, FL 32096

Work on this project includes but is not limited to paving existing graded of Express Street, Between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

The Contract Price of your Contract is Two Hundred Forty Thousand Thirteen Dollars and Seventy-Six Cents (\$240,013.76)

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:

Work on this project includes but is not limited to paving existing graded of Express Street, Between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

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: **PAVING EXPRESS STREET FROM HENRY AVENUE TO FEED MILL AVENUE**

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 Contract time is 90 days, starting with the Notice to Proceed date.

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 Hundred Forty Thousand Thirteen dollars and seventy-six cents (\$240,013.76)

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 L210914SUW- Paving Express Street, specifically including:
 - a. Standard General Conditions of the Construction Contract
 - b. Bid Solicitation Package
 - c. Curt's Construction, Inc. 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 _____, 2019 (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 Court
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 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW
Paving Express Street

BID SOLICITATION

Suwannee County, Florida will receive sealed bids from Florida certified contractors, at the Clerk of Court Cashier Window at the Courthouse to the attention of **Clerk to the Board, 200 South Ohio Avenue, Live Oak, FL 32064** until **Friday, September 22, at 4:00 P.M.** Bids will be publicly opened and read aloud at the Suwannee County Airport – Conference Room 13302 80th Ter. Live Oak, FL 32060, on **Tuesday, September 26, 2023, at 10:00 AM.**, for the following:

Paving Express Street

Work on this project includes but is not limited to paving the existing graded road of Express St, between Henry Ave and Feed Mill Ave. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

The Board of County Commissioners may accept all or part of any bid. Any bid received after **Friday, September 22, 2023, at 4:00 P.M.**, will be retained at the Clerk of Court Office, unopened, and will not be considered. The Board of County Commissioners reserves the right to reject any and all bids, waive formalities and re-advertise and award the bid in the best interest of the County.

The Board of County Commissioners does not discriminate because of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

The Board of County Commissioners requires a Sworn Statement under section 287.133(3)(a), F.S., on Public Entity Crimes.

A Bid Guarantee in the form of a Bid Bond properly executed by the Bidder and by a qualified surety or a certified cashier's check on any national or state bank, in a sum not less than five percent (5%) of the amount bid, made payable to Suwannee County Board of Commissioners, c/o Clerk of the Circuit Court, must accompany each bid as a guarantee that the bidder will not withdraw from the competition after opening of the bids, and in the event the contract is awarded to the bidder by the Board, he will enter into a contract with the Owner within fourteen (14) calendar days after the notice of Award. If the bidder fails to enter into a contract with the Owner, he shall forfeit the Bid Guarantee or Bid Bond as liquidated damages. The Bid Bond must be secured from an agency of the Surety on Insurance Company, which agency shall have an established place of business in the State of Florida and be duly licensed to conduct business therein.

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
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Paving Express Street

The following condition will be a part of the contract as required by Suwannee County:

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;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.

Successful Bidders will be required to furnish a Public Construction Bond in the amount of 100% of the Contract Price, on the form included in the Bid Documents.

Electronic copies (in pdf format) of the bid documents, plans, specifications and addenda are available on DemandStar, on the County's website, www.suwanneecountyfl.gov, or may be obtained from the North Florida Professional Services, Inc. website at <http://www.nfps.net/bid-opportunities/>. All addenda issued in regard to this bid will also be available via DemandStar, the County's website, or the NFPS website. Bidders using partial sets of Documents are fully responsible for any errors or omissions made due to not reviewing the entire set of Construction Documents.

Due to the possibility of technical glitches, it will be the sole responsibility of the Contractor to check all websites for all bid documents and addenda prior to submitting their subsequent bid response package.

Plans for review only will be located at the County Administrators office (386) 364-3400. Any questions concerning specifications and/or bid documents should be directed to Debbie Motes, dmotes@nfps.net, at North Florida Professional Services. Deadline for questions is **Friday, September 15, 2023**, no later than **5:00 P.M.** Any, and all, such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on DemandStar.com, the County's website www.suwanneecountyfl.gov and NFPS website <http://www.nfps.net/bid-opportunities/>. All addenda so issued shall become part of the bid documents.

All bids must be submitted with one original and three copies (4 total) and labeled on the outside of the envelope as:

CLERK TO THE BOARD
200 SOUTH OHIO AVENUE,
LIVE OAK, FL 32064
SEALED BID NO. 2023-20
Paving Express Street

Franklin White, Chairman
SUWANNEE COUNTY BOARD OF COMMISSIONERS

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW
Paving Express Street
BID SUMMARY
(MUST PRECEDE ALL BID DOCUMENTS)

BIDDER NAME, ADDRESS AND PHONE NUMBER

BID NUMBER: 2023-20

DESCRIPTION OF PROJECT: Work on this project includes but is not limited to paving existing graded roads of Express Street, between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

DATE & TIME OF BID OPENING: Tuesday, September 26, 2023, 10:00 A.M.

PLACE OF BID OPENING: Suwannee Airport- Conference Room
13302 80th Ter
Live Oak, FL 30260

TOTAL BASE BID AMOUNT IN FIGURES: _____

TOTAL BASE BID AMOUNT IN WORDS: _____

BIDDER COMPANY NAME (PRINT OR TYPE)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE

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 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW
Paving Express Street

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.

<u>Pay Item No.</u>	<u>Pay Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
<u>101 1</u>	<u>MOBILIZATION</u>	<u>1</u>	<u>LS</u>	-	-
<u>102 1</u>	<u>MAINTENANCE OF TRAFFIC</u>	<u>1</u>	<u>LS</u>	-	-
<u>104 10 3</u>	<u>SEDIMENT BARRIER</u>	<u>500</u>	<u>LF</u>	-	-
<u>110 1 1</u>	<u>CLEARING AND GRUBBING</u>	<u>0.33</u>	<u>AC</u>	-	-
<u>110-7-1</u>	<u>MAIL BOX, F&I</u>	<u>2.00</u>	<u>EA</u>	-	-
<u>120 1</u>	<u>REGULAR EXCAVATION</u>	<u>455</u>	<u>CY</u>	-	-
<u>120 6</u>	<u>EMBANKMENT</u>	<u>107</u>	<u>CY</u>	-	-
<u>160 4</u>	<u>TYPE B STABILIZATION</u>	<u>538</u>	<u>SY</u>	-	-
<u>285-7-06</u>	<u>OPTIONAL BASE GROUP 6</u>	<u>2,781</u>	<u>SY</u>	-	-
<u>286 1</u>	<u>TURNOUT CONSTRUCTION</u>	<u>681</u>	<u>SY</u>	-	-
<u>334 1 13</u>	<u>SUPERPAVE ASPHALTIC CONC, TRAFFIC C</u>	<u>381</u>	<u>TN</u>	-	-
<u>425-5</u>	<u>MANHOLE ADJUST</u>	<u>4</u>	<u>EA</u>	-	-
<u>425-6</u>	<u>WATER VALUE ADJUST</u>	<u>3</u>	<u>EA</u>	-	-
<u>570 1 1</u>	<u>PERFORMANCE TURF</u>	<u>347</u>	<u>SY</u>	-	-
<u>570 1 2</u>	<u>PERFORMANCE TURF, SOD</u>	<u>942</u>	<u>SY</u>	-	-
<u>701-1-60</u>	<u>SINGLE POST SIGN, REMOVE</u>	<u>10</u>	<u>AS</u>	-	-
<u>700-1-11</u>	<u>SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF</u>	<u>10</u>	<u>AS</u>	-	-
<u>706-1-1</u>	<u>RAISED PAVEMENT MARKER, TYPE B</u>	<u>50</u>	<u>EA</u>	-	-
<u>710 90</u>	<u>PAINTED PAVEMENT MARKINGS FINAL SURFACE</u>	<u>1</u>	<u>LS</u>	-	-
<u>711 15101</u>	<u>THERMOPLASTIC, STANDARD, WHITE, SOLID 6"</u>	<u>0.488</u>	<u>GM</u>	-	-
<u>711 15201</u>	<u>THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"</u>	<u>0.468</u>	<u>GM</u>	-	-
<u>711 11125</u>	<u>THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"</u>	<u>123.000</u>	<u>LF</u>	-	-
<u>TOTAL</u>					-

Any and all Addendums shall be included as an Addendum Acknowledgement as part of the Bid Package

**SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW**

Paving Express Street

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.

(name of holder)

(certificate no.)

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

(seal)

By: _____

Title: _____

Type or print name of firm: _____

Address: _____

Contact person: _____

Telephone No.: _____

Fax no.: _____

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW
Paving Express Street
General Requirements

I. General.

Work on this project includes but is not limited to paving existing graded road of Express Street, between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and public side roads will need side drainpipe, minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

II. Contract Time

Contract time is 90 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 Express Street at all times. All construction signage shall be provided by the contractor.

SUWANNEE COUNTY BOARD OF COMMISSIONERS
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Paving Express Street

V. Compensation

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

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thereof.

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.

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22. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or 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.

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32. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity 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 _____
[print name of public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

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

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 nolocontendere.

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 _____ day of _____, 2023.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

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

**SUWANNEE COUNTY BOARD OF COMMISSIONERS
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REFERENCES

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

1. Company name _____
Address _____
Contact Name _____
Contact Phone or e-mail _____
Short description of project _____

2. Company name _____
Address _____
Contact Name _____
Contact Phone or e-mail _____
Short description of project _____

3. Company name _____
Address _____
Contact Name _____
Contact Phone or e-mail _____
Short description of project _____

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E-Verify Statement

Company/Entity: _____

Bid Number: _____

Project Description: _____

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.

Company Representative, Title

Date

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

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Failure to Perform Questionnaire

Name of Company: _____

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:

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CONTRACT / CONSTRUCTION TIME ALLOCATION ACKNOWLEDGEMENT

_____ (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:

(Print Name)

(Signature)

(Date)

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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@suwcountvfl.gov
Phone: 386-364-3400

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

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Administrative Services

13150 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 blue ink, appearing to read "Greg Scott", is positioned above the printed name.

Greg Scott, County Administrator

Policy approval/revision date: 3/1/2022

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NONDISCRIMINATION POLICY ACKNOWLEDGEMENT

_____ (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:

(Print Name)

(Signature)

(Date)

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

Phone: 386-364-3450

www.suwanneecountyfl.gov

Fax: 386-362-1032

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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

September 5, 2023

RE: Addendum #1 to Bid No. 2023-20

To Whom It May Concern:

Please note the following as it pertains to Bid 2023-20 Paving Express Street

Deadlines have been extended.

A corrected Solicitation page is being provided with this Addendum and is to be used in place of the one that was included with the original Bid Package

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BID SOLICITATION

Suwannee County, Florida will receive sealed bids from Florida certified contractors, at the Clerk of Court Cashier Window at the Courthouse to the attention of **Clerk to the Board, 200 South Ohio Avenue, Live Oak, FL 32064** until **Friday October 13, at 4:00 P.M.** Bids will be publicly opened and read aloud at the Suwannee County Judicial Annex 218 Parshley St SW, Live Oak, FL 32064, on **Tuesday, October 17, 2023, at 10:00 AM.**, for the following:

Paving Express Street

Work on this project includes but is not limited to paving the existing graded road of Express St, between Henry Ave and Feed Mill Ave. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

The Board of County Commissioners may accept all or part of any bid. Any bid received after **Friday, October 13, 2023, at 4:00 P.M.**, will be retained at the Clerk of Court Office, unopened, and will not be considered. The Board of County Commissioners reserves the right to reject any and all bids, waive formalities and re-advertise and award the bid in the best interest of the County.

The Board of County Commissioners does not discriminate because of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

The Board of County Commissioners requires a Sworn Statement under section 287.133(3)(a), F.S., on Public Entity Crimes.

A Bid Guarantee in the form of a Bid Bond properly executed by the Bidder and by a qualified surety or a certified cashier's check on any national or state bank, in a sum not less than five percent (5%) of the amount bid, made payable to Suwannee County Board of Commissioners, c/o Clerk of the Circuit Court, must accompany each bid as a guarantee that the bidder will not withdraw from the competition after opening of the bids, and in the event the contract is awarded to the bidder by the Board, he will enter into a contract with the Owner within fourteen (14) calendar days after the notice of Award. If the bidder fails to enter into a contract with the Owner, he shall forfeit the Bid Guarantee or Bid Bond as liquidated damages. The Bid Bond must be secured from an agency of the Surety on Insurance Company, which agency shall have an established place of business in the State of Florida and be duly licensed to conduct business therein.

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The following condition will be a part of the contract as required by Suwannee County:

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;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.

Successful Bidders will be required to furnish a Public Construction Bond in the amount of 100% of the Contract Price, on the form included in the Bid Documents.

Electronic copies (in pdf format) of the bid documents, plans, specifications and addenda are available on DemandStar, on the County's website, www.suwanneecountyfl.gov, or may be obtained from the North Florida Professional Services, Inc. website at <http://www.nfps.net/bid-opportunities/>. All addenda issued in regard to this bid will also be available via DemandStar, the County's website, or the NFPS website. Bidders using partial sets of Documents are fully responsible for any errors or omissions made due to not reviewing the entire set of Construction Documents.

Due to the possibility of technical glitches, it will be the sole responsibility of the Contractor to check all websites for all bid documents and addenda prior to submitting their subsequent bid response package.

Plans for review only will be located at the County Administrators office (386) 364-3400. Any questions concerning specifications and/or bid documents should be directed to Debbie Motes, dmotes@nfps.net, at North Florida Professional Services. Deadline for questions is **Friday, October 6, 2023, no later than 5:00 P.M.** Any, and all, such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on DemandStar.com, the County's website www.suwanneecountyfl.gov and NFPS website <http://www.nfps.net/bid-opportunities/>. All addenda so issued shall become part of the bid documents.

All bids must be submitted with one original and three copies (4 total) and labeled on the outside of the envelope as:

CLERK TO THE BOARD
200 SOUTH OHIO AVENUE,
LIVE OAK, FL 32064
SEALED BID NO. 2023-20
Paving Express Street

Franklin White, Chairman
SUWANNEE COUNTY BOARD OF COMMISSIONERS

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW
Paving Express Street
BID SUMMARY
(MUST PRECEDE ALL BID DOCUMENTS)

BIDDER NAME, ADDRESS AND PHONE NUMBER

BID NUMBER: 2023-20

DESCRIPTION OF PROJECT: Work on this project includes but is not limited to paving existing graded roads of Express Street, between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

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

PLACE OF BID OPENING: Suwannee County Judicial Annex
218 Parshley St SW
Live Oak, FL 30264

TOTAL BASE BID AMOUNT IN FIGURES: _____

TOTAL BASE BID AMOUNT IN WORDS: _____

BIDDER COMPANY NAME (PRINT OR TYPE)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE

DATE COMPLETED

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

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #1 for Bid 2023-20 Paving Express Street.

Print Name

Signature

Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)

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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: 2023-20

DESCRIPTION OF PROJECT: Work on this project includes but is not limited to paving existing graded roads of Express Street, between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.


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

PLACE OF BID OPENING: Suwannee County Judicial Annex
218 Parshley St SW
Live Oak, FL 30264

TOTAL BASE BID AMOUNT IN FIGURES: \$240,013.76

TOTAL BASE BID AMOUNT IN WORDS: Two hundred forty thousand thirteen dollars and seventy six cent

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


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
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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.

<u>Pay Item No.</u>	<u>Pay Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
101 1	MOBILIZATION	1	LS	24,437.80	24,437.80
102 1	MAINTENANCE OF TRAFFIC	1	LS	17,500.00	17,500.00
104 10 3	SEDIMENT BARRIER	500	LF	3.48	1,740.00
110 1 1	CLEARING AND GRUBBING	0.33	AC	52,336.03	17,220.00
110-7-1	MAIL BOX, F&I	2.00	EA	215.28	430.56
120 1	REGULAR EXCAVATION	455	CY	18.40	8,372.00
120 6	EMBANKMENT	107	CY	6.24	667.68
160 4	TYPE B STABILIZATION	538	SY	13.55	7,289.90
285-7-06	OPTIONAL BASE GROUP 6	2,781	SY	12.73	35,402.13
286 1	TURNOUT CONSTRUCTION	661	SY	15.74	10,718.94
334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	381	TN	205.14	78,158.34
425-5	MANHOLE ADJUST	4	EA	2,941.12	11,764.48
425-6	WATER VALVE ADJUST	3	EA	729.69	2,189.07
570 1 1	PERFORMANCE TURF	347	SY	1.15	399.05
570 1 2	PERFORMANCE TURF, SOD	942	SY	2.87	2,703.54
701-1-60	SINGLE POST SIGN, REMOVE	10	AS	57.48	574.80
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	10	AS	402.39	4,023.90
706-1-1	RAISED PAVEMENT MARKER, TYPE B	50	EA	11.50	575.00
710 90	PAINTED PAVEMENT MARKINGS FINAL SURFACE	1	LS	3,608.83	3,608.83
711 15101	THERMOPLASTIC, STANDARD, WHITE, SOLID 6"	0.488	GM	10,971.29	5,353.99
711 15201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	0.468	GM	10,973.21	5,135.46
711 11125	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"	123.000	LF	13.80	1,697.40
TOTAL					240,013.76

Any and all Addendums shall be included as an Addendum Acknowledgement as part of the Bid Package

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
ENGINEER'S PROJECT NUMBER L210914SUW
Paving Express Street

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

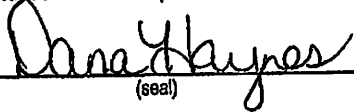
Note: contractors shall be in compliance with chapter 489, Florida statutes, licensure requirements.

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
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Paving Express Street
General Requirements

I. General.

Work on this project includes but is not limited to paving existing graded road of Express Street, between Henry Avenue and Feed Mill Avenue. Work will include clearing and grubbing, driveway turnouts and public side roads will need side drainpipe, minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.

II. Contract Time

Contract time is 90 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 Express Street at all times. All construction signage shall be provided by the contractor.

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V. Compensation

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

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thereof.

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.

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Paving Express Street

22. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or 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.

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Paving Express Street

32. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity 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 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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 Paving Express Street**

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.

Dana Haynes
 [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



SUWANNEE COUNTY BOARD OF COMMISSIONERS
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Paving Express Street

REFERENCES

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

1. Company name Taylor County Board of County Commissioners
Address 108 North Jefferson St. Perry, Florida 32347
Contact Name Kenneth Dudley
Contact Phone or e-mail 850-838-3500
Short description of project Asphalt Paving, Concrete Sidewalk, Reshaping Ditches, Drainage, Gravity Wall, Fencing, Sodding.

2. Company name City of Live Oak
Address 101 S.E. White Avenue, Live Oak, Florida 32064
Contact Name George Curtis
Contact Phone or e-mail 386-362-2276
Short description of project Construction of Limerock Base, Asphalt Paving, Concrete Curb, Earthwork, Clear & Grub, Install Drainage Structures & Drainage Piping, Signing and Pavement Markings.

3. Company name Mittauer & Associates
Address 580-1 Wells Road, Orange Park, FL 32073
Contact Name Kellen Lindsey
Contact Phone or e-mail 904-278-0030
Short description of project Reconstruct existing 2- lane Asphalt Roadway, Earthwork, Limerock Base, Concrete Curb & Gutter, Erosion Control, Water & Sewer Utility Improvements

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E-Verify Statement

Company/Entity: Curt's Construction, Inc.
Bid Number: 2023-20
Project Description: Paving Express Street

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 Haynes Vice President
Company Representative, Title

10-13-23
Date

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

SUWANNEE COUNTY BOARD OF COMMISSIONERS
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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 X

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 X

If yes, explain:

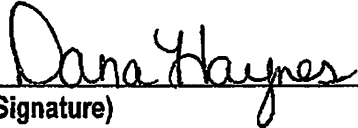
SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-20
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Paving Express Street

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
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Paving Express Street



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@suwcountvfl.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
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Paving Express Street



Administrative Services

13150 30th 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".

Greg Scott, County Administrator

Policy approval/revision date: 3/1/2022

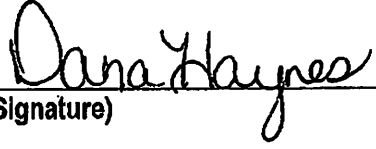
**SUWANNEE COUNTY BOARD OF COMMISSIONERS
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Paving Express Street**

**SUWANNEE COUNTY BID NUMBER 2023-20
Paving Express Street**

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
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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 2023-20 Paving Express Street.

Dana Haynes

Print Name

Dana Haynes

Signature

10-13-23

Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)



Ron DeSantis, Governor

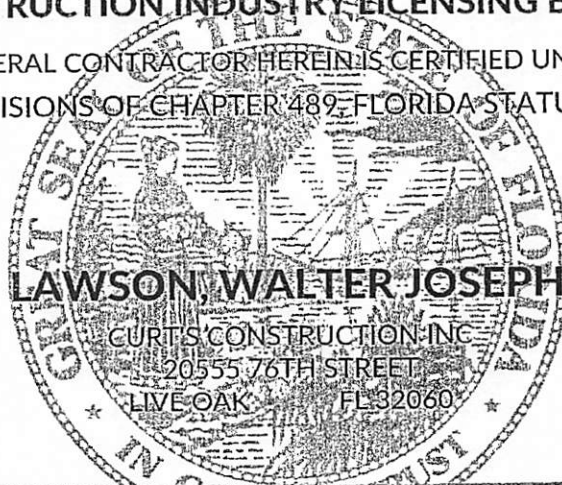
Melanie S. Griffin, Secretary



**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



LAWSON, WALTER JOSEPH

CURTIS CONSTRUCTION INC
20555 76TH STREET
LIVE OAK FL 32060

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 E-MAIL ADDRESS: Derek.Capellaro@bbrown.com	FAX (A/C, No): (941) 893-2300
	INSURER(S) AFFORDING COVERAGE	
INSURED Curt's Construction Inc 519 NW Crawford CT White Springs FL 32098-7620	INSURER A: Southern-Owners Insurance Company NAIC #: 10180	
	INSURER B: Auto-Owners Insurance Company 18988	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 SUBR INSD 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"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED 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"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	5253221801	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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 32086	INSURER A: BusinessFirst Insurance Co.	NAIC # 11897
	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 INSD 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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 521-23857	10/08/2023	10/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 32084	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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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Curt's Construction, Inc.

519 NW Crawford Court
White Springs, FL 32096

OWNER:
(Name, legal status and address)
SUWANNEE COUNTY BOARD OF COMMISSIONERS
200 South Ohio Avenue
Live Oak, FL 32064

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

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.

PROJECT:
(Name, location or address, and Project number, if any)

BID NUMBER 2023-20, Paving Express Street, (paving the existing graded road of Express St, between Henry Ave and Feed Mill Ave. Work will include clearing and grubbing, driveway turnouts and minor drainage improvements, asphalt paving activities, pavement markings, grassing and sodding.) Express St, Branford, FL

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

Popu Cheryl
(Witness)

Steve Engelhart
(Witness) Steve Engelhart

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

Vice President
(Title) Vice President
United Fire & Casualty Company

Lisa A. Roseland *(Seal)*
(Surety)

(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

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

(original on file at Home Office of Company – See Certification)

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, GLORIA A. RICHARDS, 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 of 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. Richman*
 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



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Maitland, FL

SUWANNEE
Parks & Recreation
Executive Summary

Objective:

To approve the purchase of 1 truck from Wes Haney Chevrolet.

Considerations:

\$55,000 for 1 truck was approved during the budget workshops and will cover the purchase price of the truck.

The price of the truck, \$45,825, comes in lower through Wes Haney Chevrolet than through the state contract provider.

Wes Haney Chevrolet has the truck in stock, and all GM trucks through the Sheriffs Association and purchasing contract won't be available until March 2024.

The truck is a 2023 Chevrolet Silverado Crew Cab 1500 4x4 and will be used for our park maintenance crew.

Budget Impact: Approved in our 2023-2024 budget.

Recommendation:

Suwannee Parks and Recreation respectfully requests the Board of County Commissioners to approve the purchase of this truck from Wes Haney Chevrolet.

Respectfully submitted:

Dated: November 7, 2023

Jason Furry, CPRP
Parks & Recreation Director

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 Parks And Recreation Suwannee Co. Board Of Commissi 200 S Ohio Ave Live Oak, FL 32064 E: (386) 590-2598		2023 Chevrolet Silverado 1500 Work Truck VIN: 2GCUAED8P1152399 Stock #: 23233 Mileage: 4 Color: Summit White

Customer Trade						
	Year	Make Model	VIN	Engine	Mileage	Payoff
0	0					\$0.00

Term	Cash Down		
	0.00	0.00	0.00
	Payments		
0	\$45,825	\$45,825	\$45,825

Purchase Details	
Retail Price:	\$49,825.00
Sales Price:	\$45,825.00
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:	\$45,825.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$45,825.00

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:
 Subject for final credit approval.

Printed 10/17/23 7:27 PM

PULL THIS STRIP TO EXPOSE ADHESIVE



2023 SILVERADO 1500 CREW WT 4WD

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 5.3L ECOTEC3 V8
TRANSMISSION: 10-SPEED AUTO

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

- AUTOTRAC TRANSFER CASE
- STABILITRAC W/ TRAILER SWAY CONTROL & HILL START ASSIST
- ALL-SEASON TIRES
- 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	
AUTO LOCKING REAR DIFFERENTIAL	395.00
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.

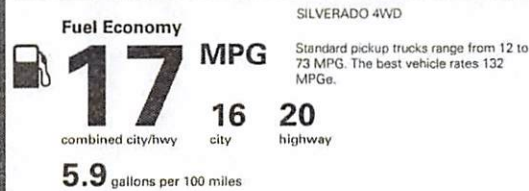
TOTAL OPTIONS	\$3,130.00
TOTAL VEHICLE & OPTIONS	\$48,430.00
DESTINATION CHARGE	1,895.00
TOTAL BEFORE SAVINGS	\$50,325.00

WT VALUE PACKAGE DISCOUNT -500.00

TOTAL VEHICLE PRICE* \$49,825.00

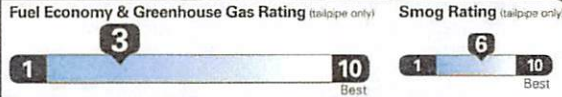
EPA DOT Fuel Economy and Environment

Gasoline Vehicle



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.

fuelconomy.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:
OSHAWA, ON CANADA
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.

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ORDER NO CQUTVM SALES CODE E
SALES MODEL CODE CK10543
DEALER NO 26245
FINAL ASSEMBLY:
OSHAWA, ON CANADA
VIN 2GCUDAED6P1152399 REISSUE
DEALER TO WHOM DELIVERED
WES HANEY CHEVROLET, INC.
PO BOX 878
LIVE OAK, FL 32064-0878





Suwannee River Regional Library

1848 Ohio/M.L. King, Jr. Avenue South
Live Oak, Florida 32064
(386) 362-2317 • FAX (386) 364-6071

BETTY LAWRENCE
DIRECTOR OF LIBRARIES

October 30, 2023

TO: Suwannee County Board of County Commissioners

FROM: Betty Lawrence, Director of Libraries

Suwannee River Regional library System

RE: Library Annual Plan of Action

Suwannee River Regional Library Annual Report
Executive Summary

The Florida State Aid to Public Libraries Grant application require BOCC approval of an Annual Plan of Action. This is to request that the Suwannee County BOCC approve the Suwannee River Regional Library's Plan of Action for the 2024 Fiscal Year.

2023-2024

Suwannee River Regional Library

The Annual Plan of Operation is to be used in conjunction with the Long Range Plan.

The tri-county Suwannee River Regional Library operates under an Inter-local Agreement, establishing a consolidated system, implemented on October 1, 1995. Essential public library services will remain the same, however, significant attention will be devoted to continued implementation of telecommunication and automation upgrades, staff development, the expansion of the literacy and outreach programs, continued improvement to the library's web page and further development as needed of the online resources databases.

Services

- Provide library services and programs that are beneficial to the citizens in Madison, Hamilton and Suwannee Counties.
- Improve public relations activities through news releases, presentations, the library web page and social media outlets, and the library headquarters' LED sign.
- Further develop staff and patron accessibility to online informational resources.
- Continue to develop enriched web pages featuring individual sites for each member library.
- Expand E-government resources as appropriate.

Staff

- Continue to provide new employee orientation and training.
- Reevaluate, redesign and reassign staff duties as appropriate and provide cross-training for library staff as needed.
- Enhance the collection development process, making appropriate adjustments as needed.
- Continue training in Leadership for branch managers and department heads.
- Implement a supervisory training series.

- Plan and implement a staff development day for all staff.
- Continue to study trends in library salary pay scales in libraries similar in size and service offerings to SRRL.

Finances

- Continue to closely monitor categorized expenses with special attention to regional cost of automation and telecommunication.
- Continue to identify and analyze shared costs. Appropriately transfer designated revenue and expenses to each member county's budget.
- Continue to monitor the continuation of State Aid to Libraries.
- Continue to monitor Suwannee, Madison and Hamilton County Revenue and expenditures.
- Apply for Public Library State Aid to Libraries for the Suwannee River Regional Library System.

Facilities

- Proceed with the renovation the Branford Public Library.
- Proceed with the construction of the Greenville Public Library.
- Continue to evaluate hours and days of operation of all library facilities.
- Continue to monitor each facility's layout and logistics for accessibility and marketability and make adjustments as needed.
- Continue summer reading library programs for all ages at each library.
- Continue preschool programs and outreach services in all libraries.
- Continue to expand the family literacy program per approved budgets.

Technology

- Continue compliance with the Children's Internet Protection Act to maintain eligibility for Universal Services Reimbursement Grants for Internet connectivity expenses.
- Continue to replace and upgrade computer workstations and other equipment in each library as needed.
- Continue to enhance the library's computer operating systems as needed.
- Increase and upgrade Internet capabilities in each library as needed.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

To renew the Agreement with Liberty Partners of Tallahassee, LLC, for a twelve-month term for research, grant writing, and administering.

Considerations:

Liberty Partners of Tallahassee, LLC (LPOT) is well-connected to various departments and agencies in Tallahassee.

The twelve-month term coincides with the County's fiscal year.

LPOT has a vast knowledge of grant processes and types of grant availability.

LPOT has worked well with County staff and other consultants to develop additional opportunities with County staff.

Partnering with LPOT will allow additional flexibility for staff to work on other various grant prospects.

Budget Impact:

Terms remain the same.

Recommendation:

Staff respectfully recommends approval of the agreement with Liberty Partners of Tallahassee, LLC, for research, grant writing, and administering.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: November 7, 2023



January 31, 2023

The Honorable Franklin White
Chairman, Board of County Commissioners
Suwannee County
13150 80th Terrace
Live Oak, FL 32060

Dear Chairman White:

We would like to thank the Suwannee County Commission for their confidence in Liberty Partners of Tallahassee, LLC (FEI/EIN #271494189). We are pleased to provide governmental consulting services for your consideration.

2023-24 CONTRACT FOR PROFESSIONAL SERVICES

1. *Client; Scope of Services.* Our client in this matter will be the Suwannee County Board of County Commissioners (the "Organization"). We will be engaged to advise the Organization in connection with researching, writing, securing and management and compliance of federal and state related grant funding opportunities detailed in **Attachment A**.

2. *Term of Engagement.* The term of the engagement will be for eight (8) months beginning on February 1, 2023 and ending on September 30, 2023. It is not the intent of either the Organization or the firm to terminate this contract prior to September 30, 2024, but either of us may terminate the engagement without cause by a 30-day written notice. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Organization's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Unless previously terminated, our representation of the Organization will terminate upon our sending you a final statement for services rendered in this matter. Following such termination, otherwise non-public information you have supplied to us which is retained by us will be kept confidential. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs.

JJB
2/16/2023

January 31, 2023

Page 2

3. *Fees.* Based on the scope of services outlined in **Attachment A**, these services shall be retained at a rate of:

- **STRATEGIC PLANNING AND GRANT RESEARCH:** The monthly retainer for these services will be \$2,500 per month.
- **GRANT WRITING:** The fee for this service will be based on the customary fee in the industry (1% of the amount of the grant application amount) or such other factors as the parties deem appropriate for the particular grant. The fee for each grant writing assignment will be agreed to by the parties prior to commencement of writing the particular grant as reflected in a County issued task order.
- **PROJECT MANAGEMENT AND GRANT COMPLIANCE:** The fee for this service will be based on the customary fee in the industry (5% of the amount of the grant award amount) or such other factors as the parties deem appropriate for the particular grant. The fee for each grant management and compliance assignment will be agreed to by the parties prior to undertaking management services as reflected in a County issued task order. The fee arrangement shall apply whether or not a particular grant prohibits a grant management fee.

Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization. The Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in **Attachment A** even if the interests of such clients in those other matters are directly adverse to you. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

5. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

6. *Client Responsibilities.* The Organization agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our engagement as well as furnishing the firm with any forms required by the Organization to comply with Florida procurement laws. The Organization agrees to provide the firm with all pertinent information to draft the grant application, to sign off on final grant applications before submission, designating the firm as the point of contact for each grant application, as


2/16/2023

January 31, 2022

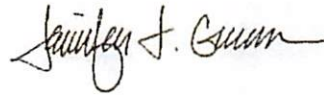
Page 3

appropriate, to maintain the role of awardee for all grant applications and adhere to any requirements as such. You also agree to pay our statements for services in accordance with paragraph 3.

7. *Staffing.* I will be the primary contact for this engagement along with Tim Parson, Vice President. As needed, we will engage other members of our firm including our Director of Grants Management, Director of Governmental Affairs or any other staff or consultants needed to fulfill the services outlined in this engagement.

Please do not hesitate to contact me at (850) 528-8809 should you have any questions regarding the terms of our engagement. If you are in agreement with these provisions, please sign the contract and return it to my attention: Liberty Partners of Tallahassee, LLC, P. O. Box 390, Tallahassee, FL 32302.


Sincerely,



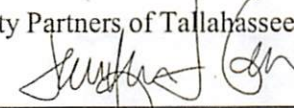
Jennifer J. Green, CAE, DPL

AGREED TO AND ACCEPTED:

Suwannee County

By: 
Greg Scott
County Administrator

Liberty Partners of Tallahassee, LLC

By: 
Jennifer J. Green, CAE, DPL
President & Owner

Date: 02.21.23

Date: 2/16/2023

Attachment A

1. STRATEGIC PLANNING AND GRANT RESEARCH

This service includes holding initial discussions with Commissioners and staff to determine the priority projects for the County while keeping in mind the attractiveness of funders to regional or cooperative projects. This planning would also include discussions with the County's lobbyist to determine past and future appropriations projects and leveraging current funding as a match to other state grants. Key steps include:

- Identifying potential grant opportunities and determining eligibility requirements, deadline for application, timeline for funding and evaluating matching requirements, if any.
- Assisting in the development of a list of priorities and specific project funding requests (grants) for programs and priorities on the County's capital improvement plan.
- Identifying which of these priorities and specific project funding requests should be addressed at a particular agency and assist in developing written material on each request detailing the project scope, budgetary impact and the funding request amount.
- Researching, identifying and recommending potential state grant or funding opportunities appropriate for the County including those related to economic development and infrastructure.

The monthly retainer for these services will be \$2,500 per month.

2. GRANT WRITING:

This service includes coordinating with, and gathering information from, County vendors or staff such as engineers, planning departments or finance departments and having pre-application discussions with the awarding agencies prior to grant submission. Those agencies include, but are not limited to, the Florida Department of Economic Opportunity, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Transportation and, as appropriate, the Suwannee River Water Management District. Key steps include, but are not limited to:

- Carefully assessing each funding opportunity to clearly understand each item requested in the grant application and any requirements for receipt of the award.
- Incorporating a case study of another similar program where funding was awarded and yielded a positive return on investment from that grantee, if applicable.
- Analyzing previously funded grant applications as a guide to develop an effective narrative for the application.

Each assignment for grant writing shall be made by task order issued by the County. Each grant writing assignment shall include a fee agreed to by the parties prior to commencement of writing the particular grant. The fee shall be based on the customary fee in the industry (1% of the amount of the grant application amount) or such other factors as the parties deem appropriate for the particular grant.

3. PROJECT MANAGEMENT AND GRANT COMPLIANCE

This service includes preparing the County's grant award reporting requirements to the awarding agency and coordinating with County staff to meet submission deadlines, reimbursement deadlines and vendor payments. These services include, but are not limited to:

- Establishing the communication process between the organization and the awarding agency prior to grant application submission.
- Positioning the County with the awarding agency through long-term agency relationships.
- In consultation with the County Administrator and County Attorney, negotiate the grant agreement and terms with the awarding agency, on behalf of the County in the most favorable position to the County.
- Reviewing all terms and conditions of the grant award, including payment processes, cost sharing, and program income requirements.
- Supporting the County in meeting required procurement and public hearing deadlines.
- Setting up payment processes, tracking expenditures and preparation of reports of expenditures, preparation of the requests for funding to the agency, and preparation of all required interim grant program reports.
- Guiding the County through changes in budget or scope that affect continued grant eligibility and working with the awarding agency on the extension of grant award deadlines.
- Guiding the County through grant close out issues including preparation of final reports.

Each assignment for grant management and compliance shall be made by task order issued by the County. The fee for this service will be based on the customary fee in the industry (5% of the amount of the grant award amount) or such other factors as the parties deem appropriate for the particular grant. The fee for each grant management and compliance assignment will be agreed to by the parties prior to undertaking management services as reflected in a County issued task order. The fee arrangement shall apply whether or not a particular grant prohibits a grant management fee.



2/16/2023



MEMORANDUM

TO: Suwannee County Commission Members

FROM: Jennifer J. Green, CAE, DPL, President
Tim L. Parson, DPL, Vice President
James Sowinski, Director of Grants Management

DATE: October 20, 2023

RE: Pre-Contract Renewal Update on Grant Application and Consulting Progress

Please find below a summary of professional consulting and grants compliance and monitoring services provided by Liberty Partners of Tallahassee (LPOT) to Suwannee County (the County) over the duration of our previous eight-month agreement (Suwannee Co. Agreement Number 2022-99-01).

This update includes the period from February 16, 2023 through October 2023. The update pertaining to our previous agreement covering the period from August 2, 2022 through January 2023 is also attached for reference.

As outlined in the agreement, LPOT’s services for the County are categorized into three primary deliverable categories:

- Strategic Planning and Grant Research
- Grant Writing
- Project Management and Grant Compliance

Below is a summary of our activities as it relates to these categories, along with notes on correspondence and work outside the scope of these normal activities.

Strategic Planning and Grant Research

In addition to holding regular meetings with the County to discuss current projects and future funding opportunities, LPOT notified the County of the following grant opportunities via email and offered to assist in writing an application, should the County wish to move forward. For reference purposes, the date of correspondence on each item is included after the program name.

- DEP Resilient Florida Program (September 1, 2023): This program for projects that address flood risks that have been identified during previous vulnerability assessments and prioritizes solutions that address risks towards critical assets. Suwannee County is exempt from the match requirement due to their rural status. Awards vary greatly based on the scope of each project, but most fall in the \$600,000 to \$7,000,000 range.
- US DOT Safe Streets and Roads for All (SS4A) Program (April 13, 2023): The US DOT Safe Streets and Roads for All (SS4A) program provides funding for projects that develop, refine, or implement Action Plans to reduce roadway fatalities and serious injuries. Projects should consider all users including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. Planning awards will range from \$100,000 to \$10 million, and implementation awards will fall between \$2.5 million and \$25 million. The applicant must contribute at least 20% of the project cost as a match, using non-federal sources. The application deadline was 5:00 PM EDT on Monday, July 10, 2023.
- Small Cities Community Development Block Grant Program (April 13, 2023): The Federal Small Cities Community Development Block Grant (CDBG) program provides funding for Neighborhood Revitalization, Housing Rehabilitation, and Commercial Revitalization program areas. The Florida Department of Economic Opportunity (DEO) also has funding available in the Economic Development program area for job creation and/or retention activities. Non-entitlement units of local government are not eligible to apply if they have an open CDBG subgrant in one of the three program areas. Awards generally range from \$600,000 to \$700,000.
- US DOT Charging and Fueling Infrastructure Discretionary Grant Program (April 13, 2023): The US DOT Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program) will provide local communities and other entities with funding to deploy publicly accessible Electric Vehicle (EV) charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure. The program includes a focus on rural areas as well as other federally defined disadvantaged communities. \$350 million will be offered nationwide for projects outside of Alternative Fuel Corridors, and grant awards may range from \$500,000 to \$15,000,000.
- Department of Environmental Protection Voluntary Cleanup Tax Credit (VCTC) Program (March 27, 2023): This program awards tax credits to offset the cost of site rehabilitation or solid waste removal, and was recommended based on the County's efforts to develop a designated Brownfield Site.
- DEO Brownfield Redevelopment Tax Refund (March 27, 2023): This program offers a \$2,500 tax refund to businesses for each new job created on or abutting a site with a Brownfield Site Rehabilitation Agreement (BSRA). To qualify, the business must be a Qualified Target Industry (QTI) or make an eligible capital investment of at least \$2 million, create at least 10 jobs, and provide benefits to its employees. This program was

- also recommended based on the County's efforts to develop a designated Brownfield Site.

In addition to the items listed above that were communicated in writing, LPOT has discussed a variety of other state and federal programs during regular discussions with the County. Subsequent to being notified about several of these programs (including the CDBG program in writing, and the FWC Boating Improvement Program as discussed), the County chose to pursue funding and complete an application internally or through other means.

Grant Writing

LPOT recently submitted three separate grant projects through the Florida Commerce Multi-Purpose Community Facilities Program.

These applications required a substantial application package requiring months of preparation and a wealth of supporting information for each project. Each of the three applications submitted consisted of a 22-page questionnaire, followed by fourteen separate attachment documents, totaling an average of approximately 80 pages per application.

A brief summary of each of these applications is noted below, along with the total request amount.

- **Douglass Center Community Facility Enhancement:** Using funds from the MPCF Grant Program, Suwannee County plans to undertake a complete redevelopment and renovation of the Douglass Center. As the last remaining structure that was once part of a historic African American school, this building is a living cornerstone and natural meeting point for many in the surrounding community. This is by far the County's top priority through this program, and an award would provide the County with **\$1,121,292.76** towards the addition of telehealth facilities, multiple multi-purpose rooms, and a large computer lab and classroom. Using these resources, the County would be able to offer the surrounding community with education through UF IFAS and the County Health Department, job training through CareerSource North Florida, and telehealth visits through multiple providers.
- **Branford Community Facility Enhancement:** Suwannee County plans to purchase an existing privately-owned warehouse located in the Town of Branford and convert this facility into a usable community space through a full building renovation. If awarded, this grant will provide the County with **\$2,298,691.90** towards the addition of a classroom, computer lab, telemedicine suite, multipurpose area, and volleyball court.
- **John Hale Building Community Facility Enhancement:** The existing county-owned John Hale Building is in deteriorating condition, and in need of upgrades to ensure it is suitable for future use. The application included a request of **\$808,614.61** that would support a complete renovation of the space, including many of the same amenities listed as part of the Branford project above. This facility is located alongside one of the county's sports

complexes, and is a highly competitive application due to this proximity to recreational facilities.

The total amount requested through these three applications is **\$4,228,599.27**. The Department of Commerce has indicated that there will be a window following the application period during which they will conduct outreach to applicants to obtain additional information. Following these conversations and the Department's 30-day review period, we are hopeful for a positive outcome as a result of our team and the County's tremendous efforts.

LPOT looks forward to pursuing additional grant opportunities, following the County's direction and approval.

Project Management and Grant Compliance

An updated Capital Improvements Plan is of the most important steps for any local community seeking to manage multiple projects concurrently.

Over the course of several months, LPOT worked towards getting an updated CIP list from the County, since the existing list was significantly out of date (Issued December 2016) and provided very little direction on which projects the County wishes to prioritize. An updated Capital Improvement List is incredibly helpful, as it allows us to research and isolate grant programs based on the County's greatest needs.

To assist the County in this process, LPOT created a seven-page Priority Capital Project List (attached) based on content mentioned during our regular meetings. This included a wide range of projects – everything from wastewater construction to resurfacing and bridge improvements, along with one or more grant opportunities that we identified for each option. This document was subsequently updated and distributed to the County again based on conversations and feedback.

In September, we were notified that the County had formally updated their Capital Improvement List. We are grateful for the direction that this document will provide and look forward to identifying grants consistent with the items included therein.

In addition to assisting the County in updating their Capital Improvements Plan, LPOT also conducted outreach to state and federal agencies including the US Department of Transportation and the Florida Department of Commerce as needed to discuss specific matters brought forth by the County. These discussions included multiple conversations regarding the SAFER Grant, Department of Commerce Broadband Programs, as well as outreach related to the CDBG-ED program.

Additional Items

Liberty Partners is a step above other firms because we pride ourselves on providing the highest quality of service, personal attention, and individualized strategy to each client. To advance our common goals, we have gone above and beyond to remain in consistent communication with the

October 20, 2023

Page 5

County via email and phone, traveled to the County for site visits and other valuable engagements, and remained available at any hour of the day to assist whenever our services are needed.

To this end, we have traded dozens of calls with County staff, held numerous internal meetings to discuss how to best accomplish the County's priorities, communicated via email with the County on over 60 occasions, held bi-weekly discussions with County staff on a regular basis, met with the County virtually as needed, and traveled for in-person discussions on at least three occasions.

We are grateful for our continued teamwork, and look forward to help the County better accomplish their mission and objectives throughout the coming year.

CC: Greg Scott, County Manager
Jimmy Norris, Chairman, North Florida Economic Development Partnership



Suwannee County - Priority Capital Project List (Updated 7/5/2023)

Project Description	Project Cost	Request Amount	Potential Grant Opportunity	Priority
Catalyst Site - Wastewater Collection Line Construction	\$ 2,619,800		Potential alignment with DEP Wastewater Program. Looks like the county already identified this possibility as an option, and this alignment looks good. This grant program is provided to governmental entities for wastewater projects that reduce excess nutrient pollution within a basin management action plan (BMAP), alternative restoration plan adopted by final order, or rural area of opportunity.	High
US 129 Corridor Infrastructure Improvements – This project includes water transmission mains, sewer mains, lift stations.	\$ 13,000,000 (Subject to change)		DEP Alternate Water Supply Grant – Supports projects that provide regional benefit, projects that benefit water bodies with adopted minimum flows or minimum water levels. Also provides funding for projects that provide dual benefits to water supply and quality or projects that complement the efforts of AWS and provide water conservation, flood protection, or recreational benefit. This may present the opportunity to partner with the City for construction of lift stations south of I-10, in proximity to the Walmart on US 129. This project also would align with the Rural Infrastructure Fund program, but the application would have to be submitted during the next funding cycle.	High
180th Street Bridge Reconstruction – This project involves the reconstruction of a historic bridge that has structural repair	Unknown (Pending study and bridge design)		Potential match to FDOT Small County Outreach Program (SCOP). SCOP is available to assist small county governments in repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads, or constructing capacity safety improvements on county	Medium



Suwannee County - Priority Capital Project List (Updated 7/5/2023)

needs. The price of restoration is reasonably high due to the historic nature of the structure.			roads. Funds are available to counties that have a population of 200,000 or less.	
164 th Road Bridge Replacement (no funding sources identified by county)	Unknown		Potential match to FDOT Small County Outreach Program (SCOP). SCOP is available to assist small county governments in repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads, or constructing capacity safety improvements on county roads. Funds are available to counties that have a population of 200,000 or less.	Low
184 th Road Construction (no funding sources identified by county)	\$ 2,975,263.67		Potential match to FDOT Small County Road Assistance Program (SCRAP) SCRAP assists small county governments in resurfacing and reconstructing county roads. Funds are available to counties that have a population of 75,000 or less per the 1990 US Census data.	Low
County Road 137 Reconstruction and Resurfacing	\$ 3,487,040.69		<p>Potential match to FDOT Small County Road Assistance Program (SCRAP) SCRAP assists small county governments in resurfacing and reconstructing county roads. Funds are available to counties that have a population of 75,000 or less per the 1990 US Census data.</p> <p>Potential match to FDOT Transportation Regional Incentive Program - TRIP was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. FDOT will pay</p>	High



Suwannee County - Priority Capital Project List (Updated 7/5/2023)

			up to 50 percent of the non-federal share of project costs for public transportation facility projects.	
Improvements to Suwannee County Airport	TBD (Based on Project)		Potential match to FDOT Aviation Grant Program - The Aviation Grant Program provides financial assistance to Florida's airports in the areas of safety, security, preservation, capacity improvement, land acquisition, planning, and economic development. Program funds assist local governments and airport authorities in planning, designing, constructing, and maintaining public-use aviation facilities.	Low
Trail Lighting and Crosswalk Improvements (Live Oak/Branford)	TBD		US DOT SAFER/SS4A Grant Program, Potential match to other US DOT and FDOT grant programs (TBD)	
Historic Douglass Center Site (Building previously demolished)	TBD (Based on Project)		<p>Possible DEO Community Planning Technical Assistance Project – Appears to be ideal for this project due to the fact that the community has not yet reached a conclusion regarding what they want to do with the site.</p> <p>CPTA grants provide counties, municipalities, and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas, and meet statutory requirements for planning, while also</p>	Low



Suwannee County - Priority Capital Project List (Updated 7/5/2023)

			<p>protecting environmentally sensitive areas. Awards are typically \$40,000-\$50,000.</p> <p><i>Depending on what they would like to do with the site, the following grants may also be considered:</i></p> <p>DEO Community Development Block Grant - The project must either benefit low- and moderate-income persons, eliminate slum and blight, or address an urgent need. The project must also support Economic Development, Neighborhood Revitalization, Housing Rehabilitation, or Commercial Revitalization. It has not yet been announced, but there may be an upcoming funding cycle for this program before next year.</p> <p>DOS African American Cultural and Historical Grant – The purpose of this grant program is to provide funding for construction projects at facilities in Florida that highlight the contributions, culture, or history of African-Americans.</p> <p>Priority shall be given for, but is not limited to, projects that encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance in which no facility exists, enhance the beauty or aesthetic value of facilities named for significant African-Americans, or restore facilities on the National Register of Historic Places. Awards are up to \$500,000 with no match, or \$1,000,000 with 50% match from other sources.</p>	
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Suwannee County - Priority Capital Project List (Updated 7/5/2023)

			<p>DOS Library Construction Grants - Funds provided may be used to cover the cost of construction projects that result in a completed library facility. Awards may be up to \$500,000, but require a 1:1 match.</p> <p>DEP Florida Recreation Development Program - Provision of outdoor recreational sites and facilities for the use and benefit of the public. No match required for projects \$50,000 or less, 50% match required for projects up to \$200,000 (maximum award). Would have to wait until next summer to apply.</p>	
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FDOT Work Plan Items:

I64TH ST. OVER LITTLE RIVER BRIDGE NO374004		BRIDGE REPLACEMENT
180TH STREET OVER LITTLE RIVER BRIDGE NO374002		BRIDGE REPLACEMENT
CR137 FROM SR10(US90) TO CR136		WIDEN/RESURFACE EXIST LANES
CR250 FROM 193RD ROAD TO SR51		WIDEN/RESURFACE EXIST LANES
CR49 FROM CR252 TO US90		WIDEN/RESURFACE EXIST LANES
D2-SUWANNEE COUNTY TRAFFIC SIGNAL MAINTENANCE AGREEMENT		TRAFFIC CONTROL DEVICES/SYSTEM
I-10(SR8) @ SR51(US129)	SIS	INTERCHANGE - ADD LANES
I-10(SR8) FROM SR10(US90) TO SR51(US129)	SIS	RESURFACING
I-10(SR8) SUWANNEE COUNTY EASTBOUND REST AREA	SIS	LANDSCAPING



Suwannee County - Priority Capital Project List (Updated 7/5/2023)

SUWANNEE COUNTY AIRPORT - PURCHASE NEW AIRFIELD EQUIPMENT	AVIATION REVENUE/OPERATIONAL
SUWANNEE COUNTY APT DESIGN & CONSTRUCT AVGAS FUEL FARM PFL0013232	AVIATION REVENUE/OPERATIONAL
SUWANNEE COUNTY APT OBSTRUCTION REMOVAL PFL12463	AVIATION SAFETY PROJECT
SUWANNEE COUNTY APT PURCHASE JET A FUEL TRUCK	AVIATION REVENUE/OPERATIONAL
SUWANNEE COUNTY INDUSTRIAL COMPLEX-RAIL CROSSING REPAIR	RAIL PRESERVATION PROJECT
SUWANNEE COUNTY MASTER PLAN/ALP UPDATE PFL12466	AVIATION CAPACITY PROJECT
SUWANNEE COUNTY RESURFACING RESERVE BOX	FUNDING ACTION
SUWANNEE COUNTY ROUTINE MAINTENANCE	ROUTINE MAINTENANCE
SUWANNEE COUNTY ROUTINE MAINTENANCE - INTERSTATE	ROUTINE MAINTENANCE



MEMORANDUM

TO: Chairman Franklin White

FROM: Jennifer J. Green, CAE, DPL, President
Tim L. Parson, DPL, Vice President
James Sowinski, Director of Grants Management

DATE: January 17, 2023

RE: Summary of Professional Governmental Consulting and Grant Research Services

Please find below a timeline of grant research services provided by Liberty Partners of Tallahassee, LLC (“LPOT”) to Suwannee County (the “County”) since the formal execution of our agreement on Tuesday, August 2nd 2022.

To date, all work has been provided to the County at no cost.

- On Tuesday, August 2nd, LPOT attended the Suwannee County Board of County Commissioners meeting to discuss our role and support the County’s adoption of a formal agreement with LPOT.
- On Friday, August 26th, LPOT traveled to the County to meet with several members of the Board of County Commissioners, the former County Manager, Suwannee County Economic Development Office, and representatives from County staff and the City of Live Oak. This discussion allowed LPOT the opportunity to learn about the history of the County’s development efforts to date.
- On Friday, September 9th, LPOT followed up with the County with a list of suggested grant opportunities that corresponded with the County’s projects and outstanding needs. Since many of the grants follow the state fiscal year cycle, the focus of our work concerns opportunities that are offered in mid-2023.
- During September, LPOT conducted outreach to DEP to assess the status of the DEP Resiliency Grant Application that was previously submitted by the County.
- Throughout the month of October, LPOT held several internal meetings to discuss grant strategy for the County. Additionally, the County contacted DEO to learn more about the Broadband Capital Improvements program, which will be funded sometime in 2023 and may benefit the County directly.

- LPOT spoke with FDOT during the month of October to discuss several of the County's projects, and requested authorization from the County to add LPOT as a contact for purposes of communication with FDOT.
- In late October, James Sowinski with LPOT spoke with the Chief Professional Engineer at Suwannee River Water Management District (SRWMD). This conversation helped LPOT ascertain the availability of funding for capacity projects within the County. During this discussion, LPOT introduced SRWMD to many of Suwannee's needs surrounding the Catalyst Site.
- On Friday, November 18th, LPOT attended the North Florida Economic Development Partnership (NFEDP) Board of Directors and General Membership meeting. This meeting, which was also attended by representatives of the County, gave LPOT the opportunity to network with individuals involved in private sector economic development efforts. Jennifer Green, LPOT's president, also spoke on legislative issues that would affect the County and other areas in North Florida during the upcoming year.
- On Tuesday, December 6th, LPOT attended the Suwannee County Commission Meeting and spoke on the firm's ability to handle federal grant opportunities if the need arose based on County personnel changes.
- On Wednesday, December 14th, LPOT met with the County and Florida Gulf and Atlantic Railroad to discuss funding opportunities for a rail crossing and turn lane extension at the Catalyst Site.
- On Thursday, December 22nd, James Sowinski with LPOT met with the County virtually to discuss the RAISE grant, its applicability to the railroad's needs within the Catalyst Site, and other transportation issues surrounding the site. Prior to this meeting, LPOT spoke with representatives from US DOT to help answer some of the County's previous questions regarding the RAISE program. LPOT was able to offer a detailed overview of this program, and offer guidance concerning the eligibility of various projects.
- On Tuesday, December 20th, LPOT attended the Suwannee County Commission Meeting. During this meeting, the County authorized LPOT to apply for a Federal DOT RAISE Grant or State Appropriation Request for the construction of 184th Street.
- In early January, LPOT contacted Shannon Roberts with the County to learn more about the fire suppression and life safety needs surrounding the Catalyst Site, and gain additional information about the long-term plans for this project and nearby US-90 that will prove useful for future grant applications.

In addition to the items listed above, LPOT has remained in consistent communication with the County, serving as a valuable tool for consulting, and standing as the County's advocate during conversations with agencies, private sector entities, and within the halls of State Government. LPOT looks forward to our continued work with the County, and stands ready to help the County build the infrastructure needed for a pro-business climate, robust workforce, and long-term prosperity.



**CONTRACT EXTENSION FOR
PROFESSIONAL CONSULTING SERVICES**

LIBERTY PARTNERS OF TALLAHASSEE, LLC & SUWANNEE COUNTY

1. *Client.* Our client in this matter is Suwannee County (the “Organization”). Both parties intend to extend Suwannee County Agreement No. 2022-99-01.
2. *Term of Engagement.* Both parties agree Suwannee County Agreement No. 2022-99-01 shall be extended for twelve (12) months from October 1, 2023 to September 30, 2024. All terms unless specified herein shall remain the same.
3. *Staffing.* Firm consultants involved in this engagement shall include the firm President, Vice President, Director of Grants Management, Director of Governmental Affairs, Director of Client Relations and the firm’s Economic Advisor. Other staff or consultants may be added to this engagement, at our cost, to fulfill our scope of services.

AGREED TO AND ACCEPTED:

By: _____
Jennifer J. Green, President & Owner
Liberty Partners of Tallahassee, LLC

Date: _____

By: _____
Greg Scott
County Administrator

Date: _____

SUWANNEE COUNTY

County Attorney
Executive Summary

Objective:

Repeal the assessment of Court Costs for the funding of the teen court program.

Considerations:

- Suwannee County imposes a \$3.00 surcharge on all criminal and traffic cases to fund a teen court program.
- The teen court program has not been operational since at least 2020.
- The Office of the State Attorney has informed me that they have no intent to utilize a teen court program for the foreseeable future.
- The fees will continue to be assessed unless repealed by the County.

Recommendation

- Enact the proposed ordinance which repeals the imposition of the teen court program court costs.

Respectfully Submitted,



Adam Morrison
County Attorney

**AN ORDINANCE REPEALING THAT PART OF THE
SUWANNEE COUNTY CODE ASSESSING COURT
COSTS TO FUND AND ADMINISTER TEEN COURT;
PROVIDING FOR CONFLICTS AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Suwannee County (hereinafter the "County") is a non-charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the County is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law; and,

WHEREAS, the Board of County Commissioners of the County, (hereinafter the "Board") is the governing body of the County; and,

WHEREAS, Suwannee County adopted Ordinance No. 2006-01 which amended Section 26 of the Suwannee County Code to impose court costs of \$3.00 to each person who pleads guilty or nolo contendere to, or is convicted of, regardless of adjudication, a violation of a criminal law or municipal or county ordinance, or who pays a fine or civil penalty for any violation of Chapter 316. The teen court assessment applied to persons convicted of a crime or violation or against whom adjudication was withheld; and

WHEREAS, the Teen Court program has not been operational since at least 2020; and;

WHEREAS, the Office of the State Attorney, Third Judicial Circuit has informed the County Attorney that it does not intend to utilize a teen court program in the foreseeable future; and,

WHEREAS, the Board finds that it is not in the best interests of the citizens of Suwannee County to impose mandatory court costs to fund a non-operational program.

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

1) The above recitals are hereby incorporated into this ordinance as if restated herein and constitute the legislative findings and intent of the Board of County Commissioners (hereinafter the "Board") of Suwannee County, Florida (hereinafter the "County").

2) Suwannee County Ordinance No. 2006-01 is hereby amended to **REPEAL** those portions relating to teen court. The repealed portion of chapter 26 are:

~~Sec. 26-4 Court Costs Teen Court Program~~

~~(a) Pursuant to F.S. § 938.19, a sum of \$3.00 shall be assessed against each person who pleads guilty or nolo contendere to, or is convicted of, regardless of adjudication, a violation of a criminal law or a municipal or county ordinance, or who pays a fine or civil penalty for any violation of F.S. ch. 316. Any person whose adjudication is withheld under F.S. § 318.14(9) or 318.14(10) shall also be assessed the cost.~~

~~(b) The assessment for court costs shall be assessed in addition to any fine or civil penalty or other court cost and may not be deducted from the proceeds of that portion of any fine or civil penalty that is received by a municipality in the county or by the county in accordance with F.S. §§ 316.660 and 318.21. The assessment shall be specifically added to any civil penalty paid for a violation of F.S. ch. 316, regardless of whether the penalty is paid by mail, paid in person without request for a hearing, or paid after hearing and determination by the court. The assessment may not be made against a person for a violation of any state law or municipal or county ordinance relating to the parking of vehicles, with the exception of a violation of the handicapped parking laws.~~

~~(c) The clerk of the circuit court shall collect the assessments for court costs established in this section and shall remit the assessments to the teen court monthly. The clerk of the circuit court shall withhold five percent of the assessments collected, which shall be retained as fee income of the office of the clerk of the circuit court.~~

~~(d) The teen court shall be administered by the office of the clerk of the circuit court of the county.~~

3) All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

4) It is declared to be the intent of the Board that if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holdings shall not effect the validity of the remaining portions hereof.

5) The Board of County Commissioners intends that this ordinance shall be made part of the Codified Ordinances of Suwannee County; and that sections of this ordinance can be renumbered or relettered and that the word "ordinance" can be changed to "section", "article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Attorney, or his designee, without the need

for a public hearing.

6) The Clerk of Court shall report to the board the amount of the accrued teen court funds and what, if any, permissible uses there may be for said funds outside of funding a teen court program.

7) This ordinance shall become effective upon passage.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____, 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

Barry A. Baker
County Clerk

Franklin White
Chairperson

PROCLAMATIONS AND PRESENTATIONS

Adoption of Resolution proclaiming November 2023 as “National Hospice & Palliative Care Month” in Suwannee County.
(Amanda Butler, Haven)



National Hospice and Palliative Care Month - November 2023

PROCLAMATION

WHEREAS, for more than 40 years, Haven has helped provide comfort and dignity to thousands of people in north Florida, allowing them to live their last months, weeks or days comfortably with the people they love;

WHEREAS, Haven utilizes an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care;

WHEREAS, beyond providing physical treatment, Haven attends to the patient's emotional, spiritual and family needs, and provides family services like respite care and bereavement counseling;

WHEREAS, Haven provides community-based palliative care, which delivers expertise to improve quality of life and relief from pain and can be provided at any time during an illness;

WHEREAS, in an increasingly fragmented and broken health care system, hospice is one of the few sectors that demonstrates how health care can – and should – work at its best for its patient;

WHEREAS, every year 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States, including Haven;

WHEREAS, Haven is an advocate and educator about Advance Care Planning that helps individuals make decisions about the care they want;

WHEREAS, the Centers for Medicare and Medicaid Services have pledged to put patients first in all of its programs – including hospice – ensuring a coordinated and patient-led approach to care, protecting patient choice and access to individualized services based on a patient's unique care needs and wishes.

NOW, THEREFORE, be it resolved that I, Franklin White, Chairman of the Suwannee County Board of County Commissioners by virtue of the authority vested in me by Suwannee County, Florida, do hereby proclaim November 2023 as **National Hospice and Palliative Care Month** and encourage citizens to increase their understanding and awareness of care at the end of life, discuss their end of life wishes with their families, and observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of November 2023 and caused this seal to be affixed.

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

ATTEST:

Franklin White, Chairman

Barry A. Baker, Clerk of Court

PROCLAMATIONS AND PRESENTATIONS



Presentation by U.S. Small Business Administration. (Angel Class)



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

FLORIDA Declaration 18118 & 18119

(Disaster: FL-00192)

Incident: HURRICANE IDALIA

occurring: August 27, 2023 - September 4, 2023

in the Florida counties of: *Charlotte, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Hillsborough, Jefferson, Lafayette, Levy, Madison, Manatee, Pasco, Pinellas, Sarasota, Suwannee, and Taylor*; for economic injury only in the contiguous Florida counties of: *Alachua, Baker, Desoto, Glades, Hardee, Hendry, Highlands, Lee, Leon, Marion, Polk, Sumter, Union, and Wakulla*; and for economic injury only in the contiguous Georgia counties of: *Brooks, Clinch, Echols, Lowndes, and Thomas*

Application Filing Deadlines:

Physical Damage: November 29, 2023

Economic Injury: May 31, 2024

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Physical Damage Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.500%	5.000%
Business Loans	4.000%	8.000%
Non-Profit Organizations	2.375%	2.375%

Economic Injury Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	2.375%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay. Borrowers may be required to provide collateral.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$500,000 for the repair or replacement of real estate and \$100,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$500,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

Disaster Loans for Businesses and Non-Profits



Benefits of a disaster loan

- Low fixed interest rate with terms up to 30 years
- Automatic **no payments** and **no interest** for 12 months from the date of the first disbursement
- Apply before insurance is settled
- Unsecured up to \$25,000
- Up to \$2 million to cover physical damage and financial losses
- Funds available for mitigation measures to build back better, more resilient

What small businesses and non-profits need to apply for a disaster loan



- Cell phone and contact information for all applicants
- Social Security numbers and Employer Identification Numbers (EIN) for all applicants / owners
- Financial information (e.g., income, account balances, monthly expenses etc.)
- Complete copy of the most recent Federal income tax return
- insurance information, if available



Three ways to apply

- Scan the QR Code
- Visit DisasterLoanAssistance.sba.gov
- Call (800) 659-2955 to locate a Recovery Center

Questions? Call (800) 659-2955 (dial 7-1-1 to access telecommunications relay services) or visit sba.gov/disaster



Economic Injury Disaster Loans



for Businesses and Non-Profits

Benefits of an SBA Working Capital Loan (EIDL)

- Up to \$2 million to meet ordinary and necessary financial obligations
- Low fixed interest rate with terms up to 30 years
- Automatic **no payments** and **no interest** for 12 months from the date of the first disbursement
- Apply before insurance is settled
- Unsecured up to \$25,000

What small businesses and non-profits need to apply for an Economic Injury Disaster Loan (EIDL)



- Cell phone and contact information for all applicants
- Social Security numbers and Employer Identification Numbers (EIN) for all applicants / owners
- Financial information (e.g., income, account balances, monthly expenses etc.)
- Complete copy of the most recent Federal income tax return
- Insurance information, if available



Three ways to apply

- Scan the QR Code
- Visit DisasterLoanAssistance.sba.gov
- Call (800) 659-2955 to locate a Recovery Center

Questions? Call (800) 659-2955 (dial 7-1-1 to access telecommunications relay services) or visit sba.gov/disaster



Disaster Loans for homeowners and renters

Benefits of a disaster loan

- Low, fixed interest rate with terms up to 30 years
- Automatic **no payments** and **no interest** for 12 months from the date of the first disbursement
- Apply before insurance is settled
- Unsecured up to \$25,000
- \$500,000 maximum loan to cover damage to homeowner's primary residence
- \$100,000 maximum loan for contents and personal property (including vehicles)
- Funds available for mitigation measures to build back better, more resilient
- If the SBA denies your application, we may refer you to FEMA for consideration for other needs assistance grants.



What you need to apply for a disaster loan

- Cell phone and contact information for all applicants
- Social Security numbers for all applicants
- Financial information (income, account balances, monthly expenses etc.)
- Information about your deed or lease
- Insurance information, if available



Three ways to apply

- Scan the QR Code
- Visit DisasterLoanAssistance.sba.gov
- Call (800) 659-2955 or to locate a Recovery Center

Questions? Call (800) 659-2955 (dial 7-1-1 to access telecommunications relay services) or visit sba.gov/disaster



FLORIDA - HURRICANE IDALIA								
Office Locations								
Declaration #18118								
Updated 10/23/23								
Office Type	County	Building Name/Location	Street	City	ST	Zip	Day	Hours
BRC	Hillsborough	Entrepreneur Collaborative Center	2101 E. Palm Avenue	Tampa	FL	33605	Mon - Thur Fri Sat	8:00 am - 5:00 pm 8:00 am - 3:00 pm 8:30 am - 1:00 pm
BRC	Pinellas	St. Petersburg College-Epicenter	13805 58th Street N. Suite 1-200	Clearwater	FL	33760	Mon- Fri	8:00 am - 5:00 pm
BRC	Suwannee	Suwannee County Chamber of Commerce	212 Ohio Ave North	Live Oak	FL	32064	Mon- Fri	9:00 am - 6:00 pm
DRC	Citrus	Crystal River Library	8619 W. Crystal St.	Crystal River	FL	34428	Mon - Wed Thur - Fri	9:00 am - 7:00 pm 9:00 am - 5:00 pm Permanently closes Fri., 10.27.2023 @ COB
DRC	Columbia	Lake City Reporter	180 E Duval Street	Lake City	FL	32055	Mon - Sat	9:00 am - 8:00 pm
DRC	Dixie	Dixie County Public Library	16328 SE US-19	Cross City	FL	32628	Mon - Sat	9:00 am - 6:00 pm
DRC	Hamilton	Hamilton County Courthouse Annex	1153 NW US Hwy 41	Jasper	FL	32052	Mon - Sat	9:00 am - 6:00 pm
DRC	Hernando	Hernando Public Library Spring Hill Branch	9220 Spring Hill Drive	Spring Hill	FL	34608	Mon - Sat	9:00 am - 6:00 pm
DRC	Jefferson	Jefferson County Library	375 S Water ST	Monticello	FL	32344	Mon - Sat	9:00 am - 6:00 pm Permanently closes Fri., 11.03.2023 @ COB
DRC	Lafayette	Mayo Community Center	150 NW Community Circle	Mayo	FL	32066	Mon - Fri Sat	9:00 am - 6:00 pm 9:00 am - 1:00 pm
DRC	Madison	Career Source North Florida	705 E Base Street	Madison	FL	32340	Mon - Sat	9:00 am - 6:00 pm
DRC	Pasco	Fasano Regional Hurricane Shelter	11611 Denton Ave	Hudson	FL	34667	Mon - Sat	9:00 am - 6:00 pm Permanently closes Sat. 10.28.2023 @ COB



DRC	Taylor	Steinhatchee Community Center	1013 Riverside S. Drive	Steinhatchee	FL	32359	Mon - Sat	9:00 am - 6:00 pm
MDRC	Levy	Chiefland City Hall	214 East Park Avenue	Chiefland	FL	32626	Mon - Sat	9:00 am - 6:00 pm Mobile route starts Tue., 10.24.23 @ 1:00 pm and ends 10.26.23 @ COB
MDRC	Levy	Yankeetown Town Hall	6241 Harmony Lane	Yankeetown	FL	34498	Mon - Sat	9:00 am - 6:00 pm Mobile route starts Fri., 10.27.23 @ 1:00 pm and ends 10.29.23 @ COB
MDRC	Suwannee	Memorial Field	617 Ontario Ave SW	Live Oak	FL	32604	Mon - Sat	9:00 am - 6:00 pm

PROCLAMATIONS AND PRESENTATIONS



Presentation of Proclamation declaring November 15-22, 2023,
"Farm-City Week." (Carolyn Saft and Erin Jones, UF/IFAS Extension)



IFAS Extension
Suwannee County



1302 11th St. SW
Live Oak, FL 32064
386-362-2771
386-364-1698 Fax

October 16, 2023

Suwannee County Board of County Commissioners

Re: Agenda item for November 7, 2023 BOCC Meeting

On behalf of UF/IFAS Extension Suwannee County and Suwannee County Farm Bureau, we would like to recognize our farmers and ranchers during Farm-City Week, November 15-22, 2023.

Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely on essential partnerships with urban and suburban communities to supply, sell and deliver finished products to consumers across Florida and around the globe. Rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy.

During National Farm-City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors, and others who contribute an annual impact of \$149 billion to Florida's economy. As they perform their daily work, farmers and ranchers preserve freshwater recharge areas, wildlife habitat and greenspace. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida's agricultural products.

Farm-City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. This week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings.

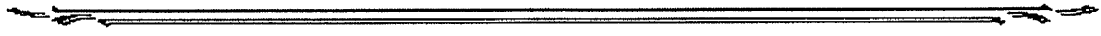
We commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

Now, therefore, I (We), Franklin White, [title(s)] Chairman, by virtue of the authority vested in me (us), do hereby proclaim November 15-22, 2023 as Farm City Week.

I (We) call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation and the world with an abundance of agricultural products.

Signed: _____

GENERAL BUSINESS:



Greg Bailey, North Florida Professional Services, Inc.

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.



1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

