



# Jefferson County Board of County Commissioners

Thursday, June 19, 2025 at 5:30 pm

## FY 25/26 BUDGET WORKSHOP @ 5:30pm

### 1. Sheriff

#### Attachments:

- **Emergency Management FY 25-26 Budget Request** (EOC.pdf)
- **Sheriff FY 25-26 Budget Request** (Sheriff\_Budget\_25-26\_GUS-CHP-RIVER.pdf)

### 2. Supervisor of Elections

#### Attachments:

- **Memo to the Board** (SOE\_25-26\_Budget\_Memorandum.pdf)
- **Supervisor of Elections FY 25-26 Budget Request** (SOE\_25-26\_Budget\_Worksheet.pdf)

### 3. Property Appraiser

#### Attachments:

- **Property Appraiser FY 25-26 Budget Request** (PA\_2025-26\_BUDGET\_-\_ALL\_REVENUES.pdf)

### 4. Clerk of the Circuit Court

#### Attachments:

- **Clerk of the Circuit Court FY 25-26 Budget Request** (Clerk\_of\_Court\_25-26\_Budget.pdf)

## REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

### 5. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

### 6. APPROVAL OF THE AGENDA

### 7. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

#### a. N. Fla. Wildlife Corridor Presentation

### 8. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

### 9. CONSENT AGENDA

#### a. Vouchers

#### Attachments:

- **List of Accounts** (List\_of\_Accounts.pdf)

- **Pre-Approved Vendor List** (pre-approved\_vendors\_6-13-25.pdf)
- **Vendor List** (Dist.\_by\_Vendor\_6-19-25.pdf)

**b. Meeting Minutes**

**Attachments:**

- **06/05/2025** (BOCC\_Minutes\_06-05-25.pdf)

**c. Mosquito Control Tentative IMM/DWP**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_IMM-DWP.pdf)
- **25/26 DWP-Tentative** (25-26\_Tenitive\_Detailed\_Work\_Plan\_Budget-13623.xlsx)
- **25/26 IMM Plan-Tentative** (25-26\_IMM\_Plan\_13666.xlsx)

**d. DTA Agreement Amendment**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Impact\_Fee\_Agreement.doc)
- **Agreement** (CONSULTANT\_SERVICES\_AGREEMENT\_updated\_6.5.24.docx)

**e. WSB Work Authorization-Old Lloyd Rd**

**Attachments:**

- **Work Authorization #12** (WSB\_Work\_Authorization\_-\_Old\_Lloyd\_Rd\_05-25.pdf)

**10. GENERAL BUSINESS**

**a. Budget Amendment-Public Hearing**

**b. Proposed Allocation of Court-Ordered Restitution and Forfeited Funds**

**Attachments:**

- **Cover Letter** (Cover\_Letter-\_Restitution\_Resolution.pdf)
- **Order** (Order-06132025144404.pdf)
- **Tracking** (Restitution\_Tracking.pdf)

**c. FDOT Project Award for Old Lloyd Road**

**Attachments:**

- **Agenda Item** (Agenda\_Item.pdf)
- **Draft Contract** (Draft\_Contract.pdf)
- **FDOT Letter of Concurrence** (0.\_Concurrence\_Letter.pdf)
- **State Contract G3145** (I.\_State-funded\_Agreement.pdf)

**d. Private Road Grant Change Order**

**Attachments:**

- **Cover Letter** (Cover\_Letter\_Private\_Road\_Grant.docx)
- **List of Roads** (Private\_Road\_Recon\_-\_Copy.pdf)

**e. Careersource ILA Addendum**

**Attachments:**



- **Cover Letter** (Agenda\_Item\_ILA\_Addendum.docx)
- **Addendum** (ILA\_Addendum\_LWDB\_05\_022025.pdf)

**f. TDC Marketing Services Contract Extension**

**Attachments:**

- **Cover Letter** (DeBerry\_Extension\_Agenda\_Request\_6.13\_\_01\_.docx)
- **Original Contract** (DeBerry\_Contract\_2024\_signed.pdf)
- **Extension and Progress Summary** (Justification\_for\_Extension\_and\_Progress\_Summary.docx)
- **Proposed Amendment** (Amendment\_No.\_1\_to\_DeBerry\_Marketing\_Agreement.doc)

**g. A Building Discussion**

**Attachments:**

- **Cover Letter** (Agenda\_Item-A\_Building\_Plan-KM\_edit.docx)
- **Preliminary Budget Estimate** (A\_Building\_Preliminary\_Budget\_Estimate\_250529..pdf)

**h. Manager Performance Evaluations**

**Attachments:**

- **Cover Letter** (Agenda\_Item-County\_Manager\_Performance\_Evaluation\_Policy.docx)
- **Resolution and Forms** (County\_Manager\_Performance\_Evaluation\_Policy.docx)

**i. Big Bend Transit Extension Discussion**

**Attachments:**

- **Agenda Item** (Agenda\_Item\_-\_Public\_Transit\_Service\_Developmental\_Program.doc)
- **Big Bend Transit Proposal** (Jefferson\_Express\_Proposal.pdf)
- **FDOT Contract G2912** (Executed\_FY22-PTGA-G2912\_JeffersonCountyBOCC\_Service\_Development.pdf)
- **Ridership Analysis** (Ridership\_Analysis.pdf)

**j. Surplus Property Land Swap**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Land\_Swap-KM\_edit.doc)

**k. SCOP Award - Ashville Hwy Design (Bassett Dairy to Quittman Hwy)**

**Attachments:**

- **Agenda Item** (Agenda\_Item\_-\_Ashville\_Hwy\_Phase\_II\_Design.doc)
- **Agreement** (JeffersonCo\_CR146Ashville\_44860523401\_DraftSFGA\_SCOP.pdf)
- **Resolution** (SCOP\_RESOLUTION\_-Ashville\_Hwy.docx)

**l. SCOP Award - Waukeelah Hwy Phase II (Nash to Rabon)**

**Attachments:**

- **Agenda Item** (Agenda\_Item\_-\_Waukeelah\_Hwy\_Phase\_II\_Construction\_Agreement.doc)
- **Agreement** (JeffersonCo\_CR259Waukeelah\_43836635401\_DraftSFGA\_SCOP.pdf)

- **Resolution** (SCOP\_RESOLUTION\_-\_Waukeelah\_Highway\_Construction\_Agreement.docx)

**m. SCOP Award - Boston Hwy Phase II (Still to Giley)**

**Attachments:**

- **Agenda Item** (Agenda\_Item\_-\_Boston\_Hwy\_Phase\_II\_Construction\_Agreement.doc)
- **Agreement** (JeffersonCo\_CR149Boston\_44861325401\_DraftSFGA\_SCOP.pdf)
- **Resolution** (SCOP\_RESOLUTION\_-\_Boston\_Hwy.docx)

**11. CLERK OF COURTS**

**12. COUNTY ENGINEER**

**13. COUNTY ATTORNEY**

**14. COUNTY MANAGER**

**a. July Meeting Discussion**

**15. COUNTY COMMISSIONERS**

**16. ADJOURN**

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

## **PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE**

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

### **SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?**

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

### **THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL**

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at [jeffersoncountyfl.gov](http://jeffersoncountyfl.gov)) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

*NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

## 2025-2026 BUDGET WORKSHEET

### Emergency Management Costs

EMERGENCY MANAGEMENT EXPENSES	24/25 Budget	25/26 Budget Req.	Increase or (Decrease)	% Increase (Decrease)
PERSONNEL COSTS	\$ 69,000	\$ 66,000	\$ (3,000)	
OVERTIME	\$ 5,000	\$ 5,000	\$ -	
FICA	\$ 5,662	\$ 5,432	\$ (231)	
RETIREMENT	\$ 25,546	\$ 24,850	\$ (696)	
HEALTH INSURANCE	\$ 22,448	\$ 25,400	\$ 2,952	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 127,656</b>	<b>\$ 126,682</b>	<b>\$ (975)</b>	
PROFESSIONAL SERVICES	\$ 10,000	\$ 11,000	\$ 1,000	
TRAVEL / TRAINING	\$ 2,600	\$ 6,000	\$ 3,400	
COMMUNICATIONS	\$ 6,000	\$ 4,000	\$ (2,000)	
UTILITIES	\$ 5,000	\$ 7,000	\$ 2,000	
REPAIR EQUIP. (auto, bldg, generator)	\$ 6,000	\$ 6,000	\$ -	
OTHER CHARGES-ADMINISTRATIVE	\$ 9,500	\$ 2,000	\$ (7,500)	
OFFICE SUPPLIES	\$ 10,588	\$ 4,000	\$ (6,588)	
OPERATING SUPPLIES (fuel, misc)	\$ 5,000	\$ 4,000	\$ (1,000)	
OPERATING SUPPLIES	\$ 1,000	\$ 2,634	\$ 1,634	
BOOKS & PUBLICATIONS	\$ 600	\$ 600	\$ -	
CERT Team expenses	\$ 7,500	\$ 7,500	\$ -	
DUKE ENERGY grant expenses	\$ -	\$ 8,000	\$ 8,000	
<b>TOTAL OPERATING SERVICES</b>	<b>\$ 63,788</b>	<b>\$ 62,734</b>	<b>\$ (1,054)</b>	
CAPITAL OUTLAY - AUTOS	\$ -	\$ -	\$ -	
CAPITAL OUTLAY - RADIOS	\$ -	\$ -	\$ -	
CAPITAL OUTLAY - OTHER EQUIPMENT (Tech upgrades)	\$6,467.00	\$ -	-\$6,467.00	
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 6,467</b>	<b>\$ -</b>	<b>\$ (6,467)</b>	
<b>TOTAL EOC</b>	<b>\$197,911</b>	<b>\$189,416</b>	<b>\$(8,496)</b>	-5.56%

#### EOC REVENUE

50-50 FEDERAL GRANT (EMPG)	\$ 47,510	\$ -	\$ (47,510.00)	
CERT GRANT (Community Emerg. Response)	\$ 7,500	\$ 7,500	\$ -	
DUKE ENERGY grant	\$ -	\$ 8,000	\$ 8,000.00	
Base/State Grant Revenue (EMPA)	\$ 105,806	\$ 105,806	\$ -	
Hurricane Reimbursement	\$ 1,485	\$ -	\$ (1,485.00)	
County In-kind Revenue	\$ 35,610	\$ 68,110	\$ 32,500.00	
<b>TOTAL EOC REVENUE</b>	<b>\$197,911</b>	<b>\$189,416</b>	<b>\$(10,995)</b>	-5.56%

## 2025-2026 BUDGET WORKSHEET

### Sheriff, Traffic, Court, Dispatch & Jail Costs

LAW ENFORCEMENT EXPENSES	24/25 Budget	25/26 Budget Request *3% raises* *10% CHP*	Increase (Decrease) from Prior Yr Budget	% Increase (Decrease)
PERSONNEL COSTS (Law Enforcement & Civilian)	\$ 2,682,461	\$ 2,776,066	93,605	
HEALTH INSURANCE (+ 9.79%)	\$ 312,618	\$ 364,035	51,418	
Wacissa River Detail	\$ 25,000	\$ 25,000	-	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 3,020,078</b>	<b>\$ 3,165,102</b>	<b>145,023</b>	
INSURANCE (auto, professional liability, cyber)	\$ 159,750	\$ 149,750	(10,000)	
REPAIR & MAINT. (auto, radios, electronics)	\$ 77,500	\$ 62,500	(15,000)	
Software/hardware IT recurring	\$ -	\$ 30,000	30,000	
SURVEILLANCE EQUIP. (Flock, Arlo)	\$ 42,947	\$ 50,000	7,053	
OFFICE EXPENSE (LEO software, office supplies, phones, internet, atty fees, etc.)	\$ 242,380	\$ 249,880	7,500	
OPERATING SUPPLIES (GAS & LUB.)	\$ 160,000	\$ 135,500	(24,500)	
OPERATING SUPPLIES (guns/ammo, fingerprint, K9, uniforms)	\$ 72,672	\$ 68,472	(4,200)	
OPERATING SUPPLIES (Tasers - Axon)	\$ -	\$ 31,300	31,300	
<b>TOTAL OPERATING SERVICES</b>	<b>\$ 755,249</b>	<b>\$ 777,402</b>	<b>22,153</b>	
CAPITAL OUTLAY - AUTOS	\$ 130,000	\$ 155,000	25,000	
CAPITAL OUTLAY - RADIOS (Tower antenna)	\$ 10,000	\$ 10,000	-	
CAPITAL OUTLAY - OTHER EQUIPMENT	\$ 8,000	\$ 8,000	-	
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 148,000</b>	<b>\$ 173,000</b>	<b>25,000</b>	
CONTINGENCY	\$ 5,000	\$ 5,000	-	
<b>TOTAL CONTINGENCY</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>-</b>	
<b>Total Law Enforcement</b>	<b>\$ 3,928,327</b>	<b>\$ 4,120,504</b>	<b>192,176</b>	<b>4.89%</b>
TRAFFIC Unit (2)	24/25 Budget	25/26 Budget Request *3% raises* *10% CHP*	Increase (Decrease) from Prior Yr Budget	% Increase (Decrease)
PERSONNEL COSTS	\$ 159,610	\$ 153,547	(6,064)	
HEALTH INSURANCE	\$ 44,896	\$ 25,402	(19,494)	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 204,506</b>	<b>\$ 178,948</b>	<b>(25,558)</b>	
REPAIR EQUIPMENT	\$ 10,000	\$ 10,000	-	
OPERATING SUPPLIES (Gas & Office)	\$ 22,000	\$ 17,000	(5,000)	
CAPITAL OUTLAY - Autos	\$ 44,000	\$ 25,000	(19,000)	
<b>TOTAL OPERATING SERVICES</b>	<b>\$ 76,000</b>	<b>\$ 52,000</b>	<b>(24,000)</b>	
<b>TOTAL Traffic</b>	<b>\$280,506</b>	<b>\$230,948</b>	<b>(49,558)</b>	<b>-17.67%</b>
COURT SECURITY (3)	24/25 Budget	25/26 Budget Request *3% raises* *10% CHP*	Increase (Decrease) from Prior Yr Budget	% Increase (Decrease)
PERSONNEL COSTS	\$ 82,610	\$ 245,736	163,126	
HEALTH INSURANCE	\$ 18,292	\$ 33,454	15,162	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 100,902</b>	<b>\$ 279,190</b>	<b>178,288</b>	
REPAIR EQUIPMENT	\$ 1,000	\$ 1,000	-	

OPERATING SUPPLIES (Gas & Office)	\$	1,700	\$	5,000	3,300
<b>TOTAL OPERATING SERVICES</b>	<b>\$</b>	<b>2,700</b>	<b>\$</b>	<b>6,000</b>	<b>3,300</b>
<b>TOTAL Court Security</b>		<b>\$103,602</b>		<b>\$285,190</b>	<b>181,588 175.28%</b>

<b>911 Director</b>	<b>24/25 Budget</b>	<b>25/26 Budget Request *3% raises* *10% CHP*</b>	<b>Increase (Decrease) from Prior Yr Budget</b>	<b>% Increase (Decrease)</b>
PERSONNEL COSTS		\$ 71,989	71,989	
HEALTH INSURANCE		\$ 24,883	24,883	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ -</b>	<b>\$ 96,872</b>	<b>96,872</b>	
<b>TOTAL 911</b>		<b>\$-</b>	<b>\$96,872</b>	<b>96,872 NEW</b>

<b>DISPATCH</b>	<b>24/25 Budget</b>	<b>25/26 Budget Request *3% raises* *10% CHP*</b>	<b>Increase (Decrease) from Prior Yr Budget</b>	<b>% Increase (Decrease)</b>
PERSONNEL COSTS (8 staff)	\$ 470,893	\$ 433,173	(37,720)	
HEALTH INSURANCE	\$ 137,603	\$ 95,726	(41,877)	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 608,496</b>	<b>\$ 528,898</b>	<b>(79,597)</b>	
REPAIR EQUIPMENT (radios, consoles)	\$ 2,000	\$ 10,000	8,000	
OTHER CHARGES (admin, software, phones, misc)	\$ 5,000	\$ 7,000	2,000	
OPERATING SUPPLIES (gas, office)	\$ 5,000	\$ 6,500	1,500	
<b>TOTAL OPERATING SERVICES</b>	<b>\$ 12,000</b>	<b>\$ 23,500</b>	<b>11,500</b>	
<b>TOTAL Dispatch</b>	<b>\$620,496</b>	<b>\$552,398</b>	<b>(68,097)</b>	<b>-10.97%</b>

<b>CORRECTIONS</b>	<b>24/25 Budget</b>	<b>25/26 Budget Request *3% raises* *10% CHP*</b>	<b>Increase (Decrease) from Prior Yr Budget</b>	<b>% Increase (Decrease)</b>
PERSONNEL COSTS	\$ 1,264,513	\$ 1,330,633	66,119	
HEALTH INSURANCE	\$ 210,726	\$ 296,213	85,487	
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 1,475,239</b>	<b>\$ 1,626,846</b>	<b>151,606</b>	
CARE OF PRISONERS/MEDICAL	\$ 245,500	\$ 265,000	19,500	
INMATE TRANSPORT / SECURITY contracts	\$ -	\$ 15,000	15,000	
UTILITIES	\$ 115,000	\$ 103,400	(11,600)	
REPAIR & MAINTENANCE (Bldg)	\$ 50,000	\$ 37,500	(12,500)	
OPERATING SUPPLIES (janitorial, uniforms)	\$ 17,500	\$ 12,500	(5,000)	
OPERATING SUPPLIES (inmate food)	\$ 148,500	\$ 138,500	(10,000)	
<b>TOTAL OPERATING SERVICES</b>	<b>\$ 576,500</b>	<b>\$ 571,900</b>	<b>(4,600)</b>	
<b>TOTAL Corrections</b>	<b>\$2,051,739</b>	<b>\$2,198,746</b>	<b>147,006</b>	<b>7.16%</b>
<b>Total Sheriff:</b>	<b>\$ 6,984,670</b>	<b>\$ 7,484,658</b>	<b>\$ 499,988</b>	<b>7.16%</b>

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**SHERIFF & JAIL Revenue**

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Jefferson Co. School District (SRD contract, 7/1 renewal)	\$	310,000	Renewal based on state funding to DOE
MRT (NWF Health contract, 7/1 renewal)	\$	75,000	Renewal based on state funding DCF
Outreach Coordinator (NWF Health contract, 7/1 renewal)	\$	75,000	Renewal based on state funding DCF
FDLE Salary Supplement (legislative renewal 7/1, expiration unknown)	\$	362,814	
Jail Commissary (estimated)	\$	23,000	
Carryforward from prior year ESTIMATED	\$	240,000	
Misc. Revenue (tower rent, surplus equipment, etc)	\$	15,000	

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**TOTAL Supplemental REVENUE**

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**\$1,100,814**

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## MEMORANDUM

**To:** Jefferson County Board of County Commissioners

**From:** Michelle Milligan, Supervisor of Elections

**Date:** June 9, 2025

**Subject:** Explanation of Budget Increases for FY 2025-2026

Attached is the proposed budget for the upcoming fiscal year. Below is a summary of the key increases reflected in this request:

1. **Personnel Services:** Reflects a 3% Cost of Living Adjustment (COLA) issued by the County, resulting in increased base salaries for applicable positions.
2. **Salaries and Benefits:** In addition to the COLA, an employee in the office has entered the Deferred Retirement Option Program (DROP), which carries a higher contribution rate. This, combined with standard salary adjustments, accounts for the increase in this category.
3. **Operating Expenses:** Adjustments have been made due to inflation, rising vendor costs, and new mandates resulting from recent legislation passed by the Florida Legislature.
4. **Election Expenses:** Additional funds are needed to support election equipment and training, postage and mail services, and other election administration needs driven by voter turnout and evolving statutory requirements.
5. **IT and Security Expenses:** Increased to address enhanced cybersecurity protocols, upgraded election management systems, and ongoing IT maintenance necessary to safeguard sensitive election infrastructure.

These budgetary adjustments are crucial to support staff retention, ensure compliance with county and state policies, uphold election integrity, and maintain a secure and efficient operational environment.

Please let me know if you have any questions.

Respectfully,

**Michelle Milligan**

Supervisor of Elections

Jefferson County, Florida



# 2025-2026 Budget Worksheet

## Jefferson County Supervisor of Elections



EXPENSES	FY 2024/2025 Request	EXPENSES	FY 2025/2026 Request	Increase/Decrease
<b>Salaries/Personnel Services</b>		<b>Salaries/Personnel Services</b>		
Official	\$ 119,764.00	Official	\$ 123,577.00	
Deputies	\$ 171,345.98	Deputies	\$ 178,487.00	
Overtime	\$ 5,300.00	Overtime	\$ 6,500.00	
Total	<b>\$ 296,409.98</b>	Total	<b>\$ 308,564.00</b>	
<b>FICA x 6.2%</b>	\$ 18,377.42	<b>FICA + Medicare x 7.65%</b>	\$ 23,605.15	
<b>Medicare x 1.45%</b>	\$ 4,297.94	<b>Retirement Employees x 13.63%</b>	\$ 85,829.32	
<b>Retirement Employees</b>	\$ 93,631.98	<b>DROP Employee x 21.13%</b>	\$ 16,192.97	
Total Salaries/Benefits	\$ 412,717.32	Total Salaries/Benefits	\$ 434,191.44	\$ 21,474.12
<b>Election Expenses</b>	\$100,000	<b>Election Expenses</b>	\$110,000	\$10,000
<b>Operating Expenses</b>	\$82,400.00	<b>Operating Expenses</b>	\$85,000.00	\$2,600.00
<b>IT/Security</b>	\$ 51,000.00	<b>IT/Security</b>	\$ 55,000.00	\$ 4,000.00
<b>CONTINGENCY</b>	\$ 5,000.00	<b>CONTINGENCY</b>	\$ 5,000.00	
<b>TOTAL</b>	<b>\$ 651,117.32</b>	<b>TOTAL</b>	<b>\$ 689,191.44</b>	\$ 38,074.12
<b>ACTUAL</b>	<b>\$ 651,117.32</b>	<b>ACTUAL</b>	<b>\$ 689,191.44</b>	

	2024-2025 BUDGET					2025-26 BUDGET REQUEST				
	APPROVED BUDGET TOTAL	DOR / BOCC FUNDED	OTHER FUNDING	INCOME/ EXPENDITURES AS OF 3/31	%	BUDGET TOTAL	DOR / BOCC FUNDED	OTHER FUNDING	INCREASE OR (DECREASE)	%
Income										
Revenues										
Board of County Commission	925,576	925,576		430,652	46.53%	935,801	935,801		10,225	1.10%
Special Assessments	30,000		30,000	15,181	50.60%	30,000	0	30,000	0	0.00%
Maps	500		500	305	61.00%	500	0	500	0	0.00%
Water Mgmt District	7,900		7,900	4,129	52.27%	7,900	0	7,900	0	0.00%
Total Income	963,976	925,576	38,400	450,267	46.71%	974,201	935,801	38,400	10,225	
Total Revenues	963,976	925,576	38,400	450,267	46.71%	974,201	935,801	38,400	10,225	1.06%
Expense										
Personnell Services										
11 · Salary - Official	125,577	125,577	0	60,882	48.48%	125,577	125,577	0	\$ -	0.00%
12 · Salary - Other Employees	398,002	371,323	26,679	191,335	48.07%	431,607	406,607	25,000	\$ 33,605	8.44%
13 · Salary - Temp Employees	9,270	9,270	0	5,748	62.01%	9,270	9,270	0	\$ -	0.00%
15 OVERTIME	0	0	0	116		0	0	0	\$ -	
15 · SPECIAL PAY	15,000	10,000	5,000	5,000	33.33%	17,413	10,000	7,413	\$ 2,413	16.09%
2152 · Payroll Expenses Regular	41,888	39,487	2,401	19,490	46.53%	44,666	42,186	2,480	\$ 2,778	6.63%
2251 · Retirement-Official	73,688	73,688	0	35,726	48.48%	73,689	73,689	0	\$ 1	0.00%
2252 · Retirement - Employee	49,739	45,419	4,320	23,498	47.24%	56,511	53,003	3,508	\$ 6,772	13.61%
2254 · DROP	10,162	10,162	0	5,081	50.00%	10,590	10,590	0	\$ 428	4.21%
	723,326	684,926	38,400	346,876	47.96%	769,322	730,922	38,400	45,996	6.36%
Operating Expenses										
3151 · EDP Contract	36,400	36,400	0	25,696	70.59%	38,671	38,671		2,271	6.24%
3153 · Mapping	3,150	3,150	0	4,915	156.03%	5,215	5,215		\$ 2,065	65.56%
3154 · Legal Services	74,000	74,000	0	7,227	9.77%	20,000	20,000		\$ (54,000)	-72.97%
34 · Contract Services	49,262	49,262	0	35,418	71.90%	55,930	55,930		\$ 6,668	13.54%
40 · Travel & Registration	13,691	13,691	0	1,051	7.68%	9,921	9,921		\$ (3,770)	-27.54%
41 · Communication	12,000	12,000	0	5,705	47.54%	12,000	12,000		\$ -	0.00%
4251 · Postage	2,640	2,640	0	1,390	52.65%	2,730	2,730		\$ 90	3.41%
4652 · Vehicles	4,500	4,500	0	2,248	49.96%	4,500	4,500		\$ -	0.00%
4653 - Office Space	3,000	3,000	0	389	12.97%	3,000	3,000		\$ -	0.00%
47 · Printing & Binding	6,500	6,500	0	1,946	29.94%	6,500	6,500		\$ -	0.00%
4951 · Legal Advertising	2,000	2,000	0	1,452	72.60%	2,200	2,200		\$ 200	10.00%
51 · Office Supplies	6,000	6,000	0	1,827	30.45%	6,000	6,000		\$ -	0.00%
5451 · Books	700	700	0	0	0.00%	700	700		\$ -	0.00%
5453 · Education	7,850	7,850	0	25	0.32%	3,825	3,825		\$ (4,025)	-51.27%
5454 · Dues/Memberships	7,000	7,000	0	2,709	38.70%	7,200	7,200		\$ 200	2.86%
	228,693	228,693	0	91,998	40.23%	178,392	178,392	0	-50,301	-21.99%
Operating Capital Outlay										
6453 · Office equipment	9,956	9,956	0	0	0.00%	10,404	10,404		448	4.50%
	9,956	9,956	0	0	0.00%	10,404	10,404	0	448	
Non-Operating										
93 · Special Contingency	0	0	0	0	#DIV/0!	14,083	14,083	0	14,083	#DIV/0!
94 · Emergency Contingency	2,000	2,000	0	0	0.00%	2,000	2,000	0	0	0.00%
	2,000	2,000	0	0	0.00%	16,083	16,083	0	14,083	
Total Expense	963,975.00	925,575.00	38,400.00	438,874	45.53%	974,201	935,801	38,400	\$ 10,226	1.06%
						10,226.00		-		
						1.10%		0.00%		



**CLERK OF COURT**  
**CFY 2025-26 County Budget Request**



Clerk Revenue/Budget	CFY 24-25 County Budget (CFO & Board)	CFY 25-26 County Budget Request	Increase or Decrease	CFY 24-25 Fee Budget	CFY25-26 Fee Budget Request	Increase or Decrease	CFY 24-25 State Budget	CFY 25-26 State Budget Request	Increase or Decrease	CFY 24-25 Total Budget	CFY 25-26 Total Budget Request	Increase or Decrease
Article V Court Related State Budget			\$ -			\$ -	\$ 565,956.00	\$ 595,000.00	\$ 29,044.00	\$ 565,956.00	\$ 595,000.00	\$ 29,044.00
JAC Juror Program			\$ -			\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -
\$1.50 Records Mod			\$ -	\$ 6,000.00	\$ 6,000.00	\$ -			\$ -	\$ 6,000.00	\$ 6,000.00	\$ -
\$1.90 Records Mod			\$ -	\$ 16,000.00	\$ 20,000.00	\$ 4,000.00			\$ -	\$ 16,000.00	\$ 20,000.00	\$ 4,000.00
BCC Budget Appropriation	\$ 475,000.00	\$ 515,000.00	\$ 40,000.00			\$ -			\$ -	\$ 475,000.00	\$ 515,000.00	\$ 40,000.00
Clerk Recording			\$ -	\$ 60,000.00	\$ 60,000.00	\$ -			\$ -	\$ 60,000.00	\$ 60,000.00	\$ -
Title IV-D- Child Support Program			\$ -			\$ -	\$ 45,000.00	\$ 46,000.00	\$ 1,000.00	\$ 45,000.00	\$ 46,000.00	\$ 1,000.00
<b>Total Revenue</b>	<b>\$ 475,000.00</b>	<b>\$ 515,000.00</b>	<b>\$ 40,000.00</b>	<b>\$ 82,000.00</b>	<b>\$ 86,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 625,956.00</b>	<b>\$ 656,000.00</b>	<b>\$ 30,044.00</b>	<b>\$ 1,182,956.00</b>	<b>\$ 1,257,000.00</b>	<b>\$ 74,044.00</b>
<b>Personel Expenses</b>												
Salary- Official	\$ 61,000.00	\$ 63,000.00	\$ 2,000.00			\$ -	\$ 61,000.00	\$ 63,000.00	\$ 2,000.00	\$ 122,000.00	\$ 126,000.00	\$ 4,000.00
Salary- Other Employees	\$ 251,000.00	\$ 275,000.00	\$ 24,000.00	\$ 48,000.00	\$ 50,000.00	\$ 2,000.00	\$ 306,000.00	\$ 315,000.00	\$ 9,000.00	\$ 605,000.00	\$ 640,000.00	\$ 35,000.00
Payroll Expenses- Official	\$ 13,000.00	\$ 6,000.00	\$ (7,000.00)			\$ -	\$ 13,000.00	\$ 6,000.00	\$ (7,000.00)	\$ 26,000.00	\$ 12,000.00	\$ (14,000.00)
Payroll Expenses- Employees	\$ 28,000.00	\$ 25,000.00	\$ (3,000.00)	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 60,000.00	\$ 33,000.00	\$ (27,000.00)	\$ 94,000.00	\$ 64,000.00	\$ (30,000.00)
Retirement- Official	\$ 36,000.00	\$ 38,000.00	\$ 2,000.00			\$ -	\$ 36,000.00	\$ 38,000.00	\$ 2,000.00	\$ 72,000.00	\$ 76,000.00	\$ 4,000.00
Retirement- Employees	\$ 31,000.00	\$ 49,000.00	\$ 18,000.00	\$ 6,000.00	\$ 8,000.00	\$ 2,000.00	\$ 43,600.00	\$ 72,000.00	\$ 28,400.00	\$ 80,600.00	\$ 129,000.00	\$ 48,400.00
<b>Total Personel Expense</b>	<b>\$ 420,000.00</b>	<b>\$ 456,000.00</b>	<b>\$ 36,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 64,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 519,600.00</b>	<b>\$ 527,000.00</b>	<b>\$ 7,400.00</b>	<b>\$ 999,600.00</b>	<b>\$ 1,047,000.00</b>	<b>\$ 47,400.00</b>
<b>Operating Expenses</b>												
Maintenance & Equipment	\$ 3,500.00	\$ 3,500.00	\$ -			\$ -	\$ 2,500.00	\$ 3,500.00	\$ 1,000.00	\$ 6,000.00	\$ 7,000.00	\$ 1,000.00
Office Supplies	\$ 3,500.00	\$ 3,500.00	\$ -			\$ -	\$ 8,500.00	\$ 9,500.00	\$ 1,000.00	\$ 12,000.00	\$ 13,000.00	\$ 1,000.00
Postage	\$ 1,500.00	\$ 1,500.00	\$ -			\$ -	\$ 1,500.00	\$ 2,500.00	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00	\$ 1,000.00
IT Expenses/Communication	\$ 9,500.00	\$ 9,500.00	\$ -	\$ 22,000.00	\$ 22,000.00	\$ -	\$ 20,956.00	\$ 34,600.00	\$ 13,644.00	\$ 52,456.00	\$ 66,100.00	\$ 13,644.00
Contractual Services	\$ 36,000.00	\$ 36,000.00	\$ -			\$ -	\$ 66,900.00	\$ 66,900.00	\$ -	\$ 102,900.00	\$ 102,900.00	\$ -
Legal Advertising	\$ 1,000.00	\$ 1,000.00	\$ -			\$ -			\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
Education & Training		\$ 2,000.00	\$ 2,000.00			\$ -	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 5,000.00
Travel		\$ 2,000.00	\$ 2,000.00			\$ -	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 5,000.00
<b>Total Operating Expense</b>	<b>\$ 55,000.00</b>	<b>\$ 59,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 22,000.00</b>	<b>\$ 22,000.00</b>	<b>\$ -</b>	<b>\$ 106,356.00</b>	<b>\$ 129,000.00</b>	<b>\$ 22,644.00</b>	<b>\$ 183,356.00</b>	<b>\$ 210,000.00</b>	<b>\$ 26,644.00</b>
<b>Total Expense</b>	<b>\$ 475,000.00</b>	<b>\$ 515,000.00</b>	<b>\$ 40,000.00</b>	<b>\$ 82,000.00</b>	<b>\$ 86,000.00</b>	<b>\$ 4,000.00</b>	<b>\$ 625,956.00</b>	<b>\$ 656,000.00</b>	<b>\$ 30,044.00</b>	<b>\$ 1,182,956.00</b>	<b>\$ 1,257,000.00</b>	<b>\$ 74,044.00</b>

Submitted by:

*Trey Hightower*

1-Jun-25

Fund 01

1947 SCRAP  
1948 SCOP  
1949 CIGP  
2101 BOCC  
2102 Coordinator  
2103 County Attorney  
2104 County Administrative  
2211 Property Appraiser  
2212 Tax Deed  
2325 JASC Shared Court  
2326 USA Shared Court  
2327 ICSID Shared Court  
2320 Clerk  
2322 Circuit Court  
2324 County Court  
2332 State Attorney  
2333 Public Defender  
2440 Supervisor of Elections  
2670 Courthouse  
2671 Admin Buildings  
2780 Planning Dept  
2781 Local Programs  
3101 Sheriff/EOC  
3102 Veterans Affairs  
3211 Forestry  
3440 Building Dept  
3441 Impact Fees  
3990 Medical Examiner  
4212 Animal Control  
4216 Mosquito Control-Local  
4217 Mosquito Control-State  
5101 Health Dept  
5222 Other Welfare  
6101 Parks & Recreation  
6212 Library-Local  
6213 Library-State  
6302 Extension

Fund 11

4102 Road Dept

Fund 12

0018 CDBG  
0098 SHIP & Other

Fund 14

3101 Sheriff

Fund 18

4102 Capital Projects

Fund 19

3211 Fire Rescue

Fund 22

4212 Solid Waste

Fund 23

2911 E911

Fund 24

4104 2012 & 2022 Bond Debt Service

Fund 26

6214 Literacy

Fund 27

4103 County Road Bond

Fund 28

3211 EMS

Fund 29

2781 Tourist Development

Fund 30

4104 2018 Bond Debt Service

## Jefferson County Board of County Commissioners

### Accounts Payable Status with Accounting Distribution by Vendor

Page: 1

6/13/25  
ACH + Cheddes  
General - PAV

Invoice Date		Activity Date	Invoice	Due Date	Description	Original Amount	Amount Owed	Accounting Distribution	Distribution Amount
[12790] AccuFund Inc									
6/19/2025	6/19/2025	20251172		6/13/2025	acct# JCOC875 online services from 7/1/25 - 9/30/25	5,520.00	5,520.00	01-2104-513.525	5,520.00
Total for[12790] AccuFund Inc									
[10480] Advanced Business Systems									
6/19/2025	6/19/2025	463568		6/13/2025	Contract#CT3625-01 Monthly Printer Services-Library	357.25	357.25	01-6213-571.441	357.25
6/19/2025	6/19/2025	464293		6/13/2025	CT3321-01 JCEO printer(s) maintenance	159.86	159.86	01-6302-537.461	159.86
6/19/2025	6/19/2025	464374		6/13/2025	CT3881-01 Monthly Copier Use	8.35	8.35	19-3211-522.441	4.18
Total for[10480] Advanced Business Systems									
[10820] Avenu Insights & Analytic									
6/19/2025	6/19/2025	INVB-062821		6/13/2025	acct# C100468 order# CN00264434 PACE-SAAS application software hosting, technical support	3,171.25	3,171.25	01-2104-513.525	3,171.25
Total for[10820] Avenu Insights & Analytic									
[11825] CenturyLink Communications, LLC									
6/19/2025	6/19/2025	0525-2207		6/13/2025	Acct#312042207-Monthly Services-Multiple Dept	1,874.79	1,874.79	01-2670-519.410	246.84
								01-2671-519.410	1,029.01
								01-2780-515.410	87.08
								01-3440-524.410	87.08
								01-6212-571.410	351.33
								22-4212-534.410	73.45
Total for[11825] CenturyLink Communications, LLC									
[10770] Cintas									
6/19/2025	6/19/2025	4231773326		6/13/2025	employee uniforms (20833644)	112.57	112.57	22-4212-534.341	112.57
6/19/2025	6/19/2025	4232465900		6/13/2025	employee uniforms (20833644)	112.57	112.57	22-4212-534.341	112.57
6/19/2025	6/19/2025	4233207227		6/13/2025	Acct. #20833644 employee uniforms	112.57	112.57	22-4212-534.341	112.57
Total for[10770] Cintas									
[10025] City of Monticello									
6/19/2025	6/19/2025	0425-0204		6/13/2025	Acct#00050204 utilities main yard	23.89	23.89	22-4212-534.430	23.89
6/19/2025	6/19/2025	0425-0206		6/13/2025	Acct#00050206 utilities main office	41.87	41.87	22-4212-534.430	41.87
6/19/2025	6/19/2025	0525-0009		6/13/2025	Acct # 00010009 Courthouse	155.77	155.77	01-2670-519.430	155.77
Total for[10025] City of Monticello									
[10130] Duke Energy									
6/19/2025	6/19/2025	0425-8429		6/13/2025	Acct#910085448429 main office utilities	303.79	303.79	22-4212-534.430	303.79
6/19/2025	6/19/2025	0525-4564		6/13/2025	Acct#9300-0001-4564 JCEO Electric utilities	339.28	339.28	01-6302-537.430	339.28
6/19/2025	6/19/2025	0525-4879		6/13/2025	Acct#930000014879 utilities	612.13	612.13	22-4212-534.430	612.13
Total for[10130] Duke Energy									
[11330] GREAT AMERICA FINANCIAL SERVICES									
6/19/2025	6/19/2025	39236545		6/13/2025	Acct 003-3094392-000 Monthly Lease Printer	188.00	188.00	19-3211-522.441	94.00
6/19/2025	6/19/2025	39249637		6/13/2025	agreement# 020-1868367-000 Toshiba copier payment	172.00	172.00	28-3211-526.441	94.00
Total for[11330] GREAT AMERICA FINANCIAL SERVICES									

## Jefferson County Board of County Commissioners

### Accounts Payable Status with Accounting Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Amount Owed</u>	<u>Accounting Distribution</u>	<u>Distribution Amount</u>
6/19/2025	6/19/2025	39304481	6/13/2025	Acct 020-1868373-000 Monthly Lease Printer	22.00	22.00	01-2780-515.461	22.00
<b>Total for[11330] GREAT AMERICA FINANCIAL SERVICES</b>					<b>382.00</b>	<b>382.00</b>		<b>382.00</b>
<b>[10980] Jefferson Communities Water System, Inc.</b>								
6/19/2025	6/19/2025	0525-0500	6/13/2025	Acc#0320500 utilities wacissa	38.50	38.50	22-4212-534.430	38.50
6/19/2025	6/19/2025	0525-4100	6/13/2025	Acc#0424100 utilities nash	38.50	38.50	22-4212-534.430	38.50
<b>Total for[10980] Jefferson Communities Water System, Inc.</b>					<b>77.00</b>	<b>77.00</b>		<b>77.00</b>
<b>[10281] Jefferson County Road Department</b>								
6/19/2025	6/19/2025	0525JCBD	6/13/2025	Fuel (May 2025)	328.41	328.41	01-3440-524.521	328.41
6/19/2025	6/19/2025	0525JCEO	6/13/2025	JCEO County vehicle(s) fuel - May 2025	387.43	387.43	01-6302-537.521	387.43
6/19/2025	6/19/2025	0525JCFR	6/13/2025	JCFR Fuel	3,597.13	3,597.13	19-3211-522.521	685.50
							28-3211-526.521	2,911.63
6/19/2025	6/19/2025	0525JCMQ	6/13/2025	0525 MC Fuel	380.99	380.99	01-4216-534.521	380.99
6/19/2025	6/19/2025	0525JCSW	6/13/2025	fleet fuel may	6,672.24	6,672.24	22-4212-534.521	6,672.24
6/19/2025	6/19/2025	0525WVFD	6/13/2025	Fuel WVFD	69.64	69.64	19-3211-522.620	69.64
<b>Total for[10281] Jefferson County Road Department</b>					<b>11,435.84</b>	<b>11,435.84</b>		<b>11,435.84</b>
<b>[10615] Redwire</b>								
6/19/2025	6/19/2025	592713	6/13/2025	JCEO CCTV security camera/system maintenance - June 2025	99.55	99.55	01-6302-537.461	99.55
<b>Total for[10615] Redwire</b>					<b>99.55</b>	<b>99.55</b>		<b>99.55</b>
<b>[10140] Ricardo A Fadell Sr. dba At Your Service!</b>								
6/19/2025	6/19/2025	250701JB	6/13/2025	Janitorial Services	8,948.13	8,948.13	01-2332-516.340	948.00
							01-2333-516.340	545.00
							01-2670-519.340	1,195.00
							01-2671-519.340	4,560.13
							01-2780-515.340	200.00
							01-3440-524.340	200.00
							01-6213-571.340	1,300.00
<b>Total for[10140] Ricardo A Fadell Sr. dba At Your Service!</b>					<b>8,948.13</b>	<b>8,948.13</b>		<b>8,948.13</b>
<b>[10445] Sonitrol of Tallahassee</b>								
6/19/2025	6/19/2025	591929	6/13/2025	Acct# R1M603291 monthly security service - St Atty Office	108.16	108.16	01-2671-519.460	108.16
<b>Total for[10445] Sonitrol of Tallahassee</b>					<b>108.16</b>	<b>108.16</b>		<b>108.16</b>
<b>[11430] STATE ATTORNEY'S OFFICE</b>								
6/05/2025	6/13/2025	5412-4	6/13/2025	Apr-Jun 2025 STAC/BOMS/Portal Contracted Services	1,395.00	1,395.00	01-2332-516.462	1,395.00
6/05/2025	6/13/2025	Q3FY25IT	6/13/2025	Apr-Jun 2025 Salary Reimbursement-IT Position	2,750.00	2,750.00	01-2332-516.462	2,750.00
<b>Total for[11430] STATE ATTORNEY'S OFFICE</b>					<b>4,145.00</b>	<b>4,145.00</b>		<b>4,145.00</b>
<b>[10520] TRI-COUNTY ELECTRIC COOPE</b>								
6/19/2025	6/19/2025	0525-516669	6/13/2025	Acct.. # 516669 Wacissa utilities	126.96	126.96	22-4212-534.430	126.96
6/19/2025	6/19/2025	0525-521796	6/13/2025	Acct. # 521796 Pinkney hill utilities	76.41	76.41	22-4212-534.430	76.41
6/19/2025	6/19/2025	0525-550024	6/13/2025	Acct. # 550024-Aucilla utilities (550024)	52.40	52.40	22-4212-534.430	52.40
6/19/2025	6/19/2025	0525-550382	6/13/2025	Acct. #550382 Fulford Utilities	114.67	114.67	22-4212-534.430	114.67
6/19/2025	6/19/2025	0525-562888	6/13/2025	562888)-Aucilla utilities	58.27	58.27	22-4212-534.430	58.27

## Jefferson County Board of County Commissioners

## Accounts Payable Status with Accounting Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Due Date</u>	<u>Original Amount</u>	<u>Amount Owed</u>	<u>Accounting Distribution</u>	<u>Distribution Amount</u>
6/19/2025	6/19/2025	0525-569783	Acct. # 569783 Lloyd utilities	6/13/2025	171.78	171.78	22-4212-534.430	171.78
Total for[10520] TRI-COUNTY ELECTRIC COOPE					600.49	600.49		600.49
[10465] UniFirst Corporation								
6/19/2025	6/19/2025	3050062441	Cust. # 1237569 employee uniforms	6/13/2025	1,047.18	1,047.18	22-4212-534.341	1,047.18
6/19/2025	6/19/2025	3050069220	CUST. #1237569-employee uniforms	6/13/2025	88.77	88.77	22-4212-534.341	88.77
6/19/2025	6/19/2025	3050069703	Cust. #1237569 employee uniforms	6/13/2025	88.77	88.77	22-4212-534.341	88.77
6/19/2025	6/19/2025	3050070096	Cust # 1237569-employee uniforms	6/13/2025	88.77	88.77	22-4212-534.341	88.77
Total for[10465] UniFirst Corporation					1,313.49	1,313.49		1,313.49
[10255] Verizon Wireless								
6/19/2025	6/19/2025	6113180068	Acct#523475943-00002 911 Cell Phones	6/13/2025	242.64	242.64	23-2911-525.410	242.64
Total for[10255] Verizon Wireless					242.64	242.64		242.64
Report Total					40,258.24	40,258.24		40,258.24



## Jefferson County Board of County Commissioners

## Accounts Payable Status with Accounting Distribution by Vendor

Invoice Date	Activity Date	Invoice	Due Date	Description	Original Amount	Amount Owed	Accounting Distribution	Distribution Amount
<b>[10130] Duke Energy</b>								
6/19/2025	6/19/2025	0525-4176	6/13/2025	Acct# 930000014176 monthly service 4/16-5/20 2025	797.92	797.92	11-4102-541.430	797.92
Total for[10130] Duke Energy								
<b>[10520] TRI-COUNTY ELECTRIC COOPE</b>								
6/19/2025	6/19/2025	0525-531579	6/13/2025	Acct# 531579 monthly service 4/23-5/23 2025	238.28	238.28	11-4102-541.430	238.28
6/19/2025	6/19/2025	0525-536304	6/13/2025	Gamble & w Capps - Acct# 536304 monthly service 4/15-5/15 N salt rd	30.75	30.75	11-4102-541.430	30.75
6/19/2025	6/19/2025	0525-544204	6/13/2025	Acct# 544204 monthly service - 4/23-5/23 2025	30.75	30.75	11-4102-541.430	30.75
6/19/2025	6/19/2025	0525-567347	6/13/2025	- El Destino Rd Acct# 567347 monthly service 4/15-5/15 N Salt & Hwy 90	30.75	30.75	11-4102-541.430	30.75
Total for[10520] TRI-COUNTY ELECTRIC COOPE								
<b>[10770] Cintas</b>								
6/19/2025	6/19/2025	4232466018	6/13/2025	Acct# 19616374 uniform rental - Rd dept	160.11	160.11	11-4102-541.341	160.11
Total for[10770] Cintas								
<b>Report Total</b>					<b>1,288.56</b>	<b>1,288.56</b>		<b>1,288.56</b>

6/13/25  
PAV-checks  
Transportation



# Jefferson County Board of County Commissioners

## A/P Distribution

6/13/25  
ACH + Checks

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<b>01-2102-513.525 IT Expenditures</b>						
[11330] GREAT AMERICA FINANCIAL SERVICES CORPORATION		6/19/2025	39249637	6/13/2025	agreement# 020-1868367-000 Toshiba copier	172.00
			<b>01-2102-513.525 IT Expenditures Total</b>			<b>172.00</b>
<b>01-2104-513.525 IT Expenses</b>						
[12790] AccuFund Inc		6/19/2025	20251172	6/13/2025	acct# JCOCC875 online services from 7/1/25 -	5,520.00
[10820] Avenu Insights & Analytic		6/19/2025	INVB-062821	6/13/2025	acct# C100468 order# CN00264434 PACE-	3,171.25
			<b>01-2104-513.525 IT Expenses Total</b>			<b>8,691.25</b>
<b>01-2332-516.340 Janitorial Services</b>						
[10140] Ricardo A Fadell Sr. dba At Your Service  Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	948.00
			<b>01-2332-516.340 Janitorial Services Total</b>			<b>948.00</b>
<b>01-2332-516.462 Contractual Services</b>						
[11430] STATE ATTORNEY'S OFFICE		6/05/2025	5412-4	6/13/2025	Apr-Jun 2025 STAC/BOMS/Portal Contracted	1,395.00
[11430] STATE ATTORNEY'S OFFICE		6/05/2025	Q3FY25IT	6/13/2025	Apr-Jun 2025 Salary Reimbursement-IT	2,750.00
			<b>01-2332-516.462 Contractual Services Total</b>			<b>4,145.00</b>
<b>01-2333-516.340 Janitorial Services</b>						
[10140] Ricardo A Fadell Sr. dba At Your Service  Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	545.00
			<b>01-2333-516.340 Janitorial Services Total</b>			<b>545.00</b>
<b>01-2670-519.340 Courthouse Janitorial Ser</b>						
[10140] Ricardo A Fadell Sr. dba At Your Service  Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	1,195.00
			<b>01-2670-519.340 Courthouse Janitorial Ser Total</b>			<b>1,195.00</b>
<b>01-2670-519.410 Communications</b>						
[11825] CenturyLink Communications, LLC		6/19/2025	0525-2207	6/13/2025	Acct#312042207-Monthly Services-Multiple	246.84
			<b>01-2670-519.410 Communications Total</b>			<b>246.84</b>
<b>01-2670-519.430 Utilities</b>						
[10025] City of Monticello		6/19/2025	0525-0009	6/13/2025	Acct # 00010009 Courthouse	155.77
			<b>01-2670-519.430 Utilities Total</b>			<b>155.77</b>
<b>01-2671-519.340 Admin Bldg Janitorial Ser</b>						
[10140] Ricardo A Fadell Sr. dba At Your Service  Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	4,560.13
			<b>01-2671-519.340 Admin Bldg Janitorial Ser Total</b>			<b>4,560.13</b>
<b>01-2671-519.410 Communications</b>						
[11825] CenturyLink Communications, LLC		6/19/2025	0525-2207	6/13/2025	Acct#312042207-Monthly Services-Multiple	1,029.01
			<b>01-2671-519.410 Communications Total</b>			<b>1,029.01</b>
<b>01-2671-519.460 Building Maintenance</b>						
[10445] Sonitrol of Tallahassee		6/19/2025	591929	6/13/2025	Acct# R1M603291 monthly security service -	108.16
			<b>01-2671-519.460 Building Maintenance Total</b>			<b>108.16</b>
<b>01-2780-515.340 Janitorial Services</b>						
[10140] Ricardo A Fadell Sr. dba At Your Service  Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	200.00
			<b>01-2780-515.340 Janitorial Services Total</b>			<b>200.00</b>
<b>01-2780-515.410 Communications</b>						
[11825] CenturyLink Communications, LLC		6/19/2025	0525-2207	6/13/2025	Acct#312042207-Monthly Services-Multiple	87.08
			<b>01-2780-515.410 Communications Total</b>			<b>87.08</b>

# Jefferson County Board of County Commissioners

## A/P Distribution

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<b>01-2780-515.461 Office Equipment Maint</b> [11330] GREAT AMERICA FINANCIAL SERVICES CORPORATION		6/19/2025	39304481	6/13/2025	Acct 020-1868373-000 Monthly Lease Printer	22.00
			<b>01-2780-515.461 Office Equipment Maint Total</b>			<b>22.00</b>
<b>01-3440-524.340 Janitorial Services</b> [10140] Ricardo A Fadell Sr. dba At Your Service! Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	200.00
			<b>01-3440-524.340 Janitorial Services Total</b>			<b>200.00</b>
<b>01-3440-524.410 Communications</b> [11825] CenturyLink Communications, LLC		6/19/2025	0525-2207	6/13/2025	Acct#312042207-Monthly Services-Multiple	87.08
			<b>01-3440-524.410 Communications Total</b>			<b>87.08</b>
<b>01-3440-524.521 Fuel</b> [10281] Jefferson County Road Department		6/19/2025	0525JCBD	6/13/2025	Fuel (May 2025)	328.41
			<b>01-3440-524.521 Fuel Total</b>			<b>328.41</b>
<b>01-4216-534.521 Gas/Oil</b> [10281] Jefferson County Road Department		6/19/2025	0525JCMQ	6/13/2025	0525 MC Fuel	380.99
			<b>01-4216-534.521 Gas/Oil Total</b>			<b>380.99</b>
<b>01-6212-571.410 Communications</b> [11825] CenturyLink Communications, LLC		6/19/2025	0525-2207	6/13/2025	Acct#312042207-Monthly Services-Multiple	351.33
			<b>01-6212-571.410 Communications Total</b>			<b>351.33</b>
<b>01-6213-571.340 Janitorial Services</b> [10140] Ricardo A Fadell Sr. dba At Your Service! Immaculate		6/19/2025	250701JB	6/13/2025	Janitorial Services	1,300.00
			<b>01-6213-571.340 Janitorial Services Total</b>			<b>1,300.00</b>
<b>01-6213-571.441 Rents &amp; Leases</b> [10480] Advanced Business Systems		6/19/2025	463568	6/13/2025	Contract#CT3625-01 Monthly Printer	357.25
			<b>01-6213-571.441 Rents &amp; Leases Total</b>			<b>357.25</b>
<b>01-6302-537.430 Utilities</b> [10130] Duke Energy		6/19/2025	0525-4564	6/13/2025	Acct#9300-0001-4564 JCEO Electric utilities	339.28
			<b>01-6302-537.430 Utilities Total</b>			<b>339.28</b>
<b>01-6302-537.461 Office Equipment Maint</b> [10480] Advanced Business Systems [10615] Redwire		6/19/2025	464293	6/13/2025	CT3321-01 JCEO printer(s) maintenance	159.86
		6/19/2025	592713	6/13/2025	JCEO CCTV security camera/system	99.55
			<b>01-6302-537.461 Office Equipment Maint Total</b>			<b>259.41</b>
<b>01-6302-537.521 Fuel</b> [10281] Jefferson County Road Department		6/19/2025	0525JCEO	6/13/2025	JCEO County vehicle(s) fuel - May 2025	387.43
			<b>01-6302-537.521 Fuel Total</b>			<b>387.43</b>
<b>19-3211-522.441 RENTS &amp; LEASES</b> [11330] GREAT AMERICA FINANCIAL SERVICES CORPORATION [10480] Advanced Business Systems		6/19/2025	39236545	6/13/2025	Acct 003-3094392-000 Monthly Lease Printer	94.00
		6/19/2025	464374	6/13/2025	CT3881-01 Monthly Copier Use	4.18
			<b>19-3211-522.441 RENTS &amp; LEASES Total</b>			<b>98.18</b>
<b>19-3211-522.521 FUEL</b> [10281] Jefferson County Road Department		6/19/2025	0525JCPR	6/13/2025	JCFR Fuel	685.50
			<b>19-3211-522.521 FUEL Total</b>			<b>685.50</b>

# Jefferson County Board of County Commissioners

## A/P Distribution

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<b>19-3211-522.620 WACISSA VOLUNTEERS</b>						
[10281] Jefferson County Road Department		6/19/2025	0525WVFD	6/13/2025	Fuel WVFD	69.64
			<b>19-3211-522.620 WACISSA VOLUNTEERS Total</b>			<b>69.64</b>
<b>22-4212-534.341 CONTRACTOR SERVICES</b>						
[10465] UniFirst Corporation		6/19/2025	3050062441	6/13/2025	Cust. # 1237569 employee uniforms	1,047.18
[10465] UniFirst Corporation		6/19/2025	3050069220	6/13/2025	CUST. #1237569-employee uniforms	88.77
[10465] UniFirst Corporation		6/19/2025	3050069703	6/13/2025	Cust. #1237569 employee uniforms	88.77
[10465] UniFirst Corporation		6/19/2025	3050070096	6/13/2025	Cust # 1237569-employee uniforms	88.77
[10770] Cintas		6/19/2025	4231773326	6/13/2025	employee uniforms (20833644)	112.57
[10770] Cintas		6/19/2025	4232465900	6/13/2025	employee uniforms (20833644)	112.57
[10770] Cintas		6/19/2025	4233207227	6/13/2025	Acct. #20833644 employee uniforms	112.57
			<b>22-4212-534.341 CONTRACTOR SERVICES Total</b>			<b>1,651.20</b>
<b>22-4212-534.410 COMMUNICATIONS</b>						
[11825] CenturyLink Communications, LLC		6/19/2025	0525-2207	6/13/2025	Acct#312042207-Monthly Services-Multiple	73.45
			<b>22-4212-534.410 COMMUNICATIONS Total</b>			<b>73.45</b>
<b>22-4212-534.430 Utilities</b>						
[10025] City of Monticello		6/19/2025	0425-0204	6/13/2025	Acct#00050204 utilities main yard	23.89
[10025] City of Monticello		6/19/2025	0425-0206	6/13/2025	Acct#00050206 utilities main office	41.87
[10130] Duke Energy		6/19/2025	0425-8429	6/13/2025	Acct#910085448429 main office utilities	303.79
[10980] Jefferson Communities Water System, Inc.		6/19/2025	0525-0500	6/13/2025	Acct#03205000 utilities wacissa	38.50
[10980] Jefferson Communities Water System, Inc.		6/19/2025	0525-4100	6/13/2025	Acct#0424100 utilities nash	38.50
[10130] Duke Energy		6/19/2025	0525-4879	6/13/2025	Acct#930000014879 utilities	612.13
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-516669	6/13/2025	Acct. # 516669 Wacissa utilities	126.96
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-521796	6/13/2025	Acct. # 521796 Pinkney hill utilities	76.41
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-550024	6/13/2025	Acct. # 550024-Aucilla utilities (550024)	52.40
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-550382	6/13/2025	Acct. #550382 Fulford Utilities	114.67
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-562888	6/13/2025	562888)-Aucilla utilities	58.27
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-569783	6/13/2025	Acct. # 569783 Lloyd utilities	171.78
			<b>22-4212-534.430 Utilities Total</b>			<b>1,659.17</b>
<b>22-4212-534.521 GAS, DIESEL &amp; OIL</b>						
[10281] Jefferson County Road Department		6/19/2025	0525JCSW	6/13/2025	fleet fuel may	6,672.24
			<b>22-4212-534.521 GAS, DIESEL &amp; OIL Total</b>			<b>6,672.24</b>
<b>23-2911-525.410 Emergency Communication</b>						
[10255] Verizon Wireless		6/19/2025	6113180068	6/13/2025	Acct#523475943-00002 911 Cell Phones	242.64
			<b>23-2911-525.410 Emergency Communication Total</b>			<b>242.64</b>
<b>28-3211-526.441 RENTS &amp; LEASES</b>						
[11330] GREAT AMERICA FINANCIAL SERVICES CORPORATION		6/19/2025	39236545	6/13/2025	Acct 003-3094392-000 Monthly Lease Printer	94.00
[10480] Advanced Business Systems		6/19/2025	464374	6/13/2025	CT3881-01 Monthly Copier Use	4.17
			<b>28-3211-526.441 RENTS &amp; LEASES Total</b>			<b>98.17</b>

Jefferson County Board of County Commissioners  
A/P Distribution

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
28-3211-526.521 FUEL	[10281] Jefferson County Road Department	6/19/2025	0525/JCFR	6/13/2025	JCFR Fuel	2,911.63
			28-3211-526.521 FUEL Total			2,911.63
					Report Total	40,258.24

Jefferson County Board of County Commissioners  
A/P Distribution

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
11-4102-541.341 CONTRACTOR SERVICES						
[10770] Cintas		6/19/2025	4232466018	6/13/2025	Acct# 19616374 uniform rental - Rd dept	160.11
			11-4102-541.341 CONTRACTOR SERVICES Total			160.11
11-4102-541.430 Utilities						
[10130] Duke Energy		6/19/2025	0525-41176	6/13/2025	Acct# 930000014176 monthly service 4/16-	797.92
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-531579	6/13/2025	Acct# 531579 monthly service 4/23-5/23	238.28
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-536304	6/13/2025	Acct# 536304 monthly service 4/15-5/15 N	30.75
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-544204	6/13/2025	Acct# 544204 monthly service - 4/23-5/23	30.75
[10520] TRI-COUNTY ELECTRIC COOPE		6/19/2025	0525-567347	6/13/2025	Acct# 567347 monthly service 4/15-5/15 N	30.75
			11-4102-541.430 Utilities Total			1,128.45
					Report Total	1,288.56

# Jefferson County Board of County Commissioners

## Accounts Payable Status with Accounting Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Amount Owed</u>	<u>Accounting Distribution</u>	<u>Distribution Amount</u>
<b>[13054] A+ Electrical Contractors LLC</b>								
6/19/2025	6/19/2025	7004792	6/19/2025	electricity new kennels HVAC	909.93	909.93	01-2671-519.460	909.93
<b>Total for[13054] A+ Electrical Contractors LLC</b>					<b>909.93</b>	<b>909.93</b>		<b>909.93</b>
<b>[10320] ABC Maintenance Services</b>								
6/19/2025	6/19/2025	07556	6/19/2025	A/C repair (contactor, capacitor, leak seal, freon) State Atty Office	637.50	637.50	01-2670-519.460	637.50
<b>Total for[10320] ABC Maintenance Services</b>					<b>637.50</b>	<b>637.50</b>		<b>637.50</b>
<b>[10480] Advanced Business Systems</b>								
6/19/2025	6/19/2025	463917	6/19/2025	Acct# CO27-001, Contract # CT2548-01 copier maintenance - Co Mgr -Toshiba #71985	22.68	22.68	01-2102-513.520	22.68
6/19/2025	6/19/2025	464059	6/19/2025	Acct# CO27-001, Contract # CT3665-01 copier maintenance - Plan Dept -Toshiba #73631	119.20	119.20	01-2780-515.441	119.20
6/19/2025	6/19/2025	464060	6/19/2025	Acct# CO27-005-Contract # CT3356-01 copier maintenance - Rd Dept -	46.04	46.04	11-4102-541.461	46.04
6/19/2025	6/19/2025	464061	6/19/2025	Acct# CO27-015 contract# CT3666-01 copier maintenance - Annex -	21.12	21.12	01-2104-513.491	21.12
<b>Total for[10480] Advanced Business Systems</b>					<b>209.04</b>	<b>209.04</b>		<b>209.04</b>
<b>[10760] AG-PRO, LLC.</b>								
6/19/2025	6/19/2025	P01851	6/19/2025	Acct# JEFFE017 hydraulic filter, blades - #59	699.01	699.01	11-4102-541.463	699.01
<b>Total for[10760] AG-PRO, LLC.</b>					<b>699.01</b>	<b>699.01</b>		<b>699.01</b>
<b>[12833] Alfredo Brown</b>								
6/19/2025	6/19/2025	0625FASRO-AB	6/19/2025	Court Education Fund-Fla. Association of SRO Training	275.00	275.00	14-3101-521.540	275.00
<b>Total for[12833] Alfredo Brown</b>					<b>275.00</b>	<b>275.00</b>		<b>275.00</b>
<b>[10405] Amazon Capital Services</b>								
6/19/2025	6/19/2025	#1P9C-WMLC-4RMT	6/19/2025	A1E5P4C153SPTZ Laminator	205.75	205.75	01-6213-571.525	205.75
6/19/2025	6/19/2025	#137M-37K1-9TNC	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #137M-37K1-9TNC - Seasonal	183.95	183.95	01-6213-571.520	183.95
6/19/2025	6/19/2025	#1D7W-KG6D-4T97	6/19/2025	Acct. # A1E5P4C153SPTZ- Room Divider	740.05	740.05	01-6213-571.520	740.05
6/19/2025	6/19/2025	11P6-MVMM-GHJM	6/19/2025	Acct. 3 A1E5P4C153SPTZ-Invoice #11P6-MVMM-GHJM - Community garden	20.65	20.65	01-6213-571.520	20.65
6/19/2025	6/19/2025	14W7-C6QF-4XP4	6/19/2025	A1E5P4C153SPTZ-Invoice #14W7-C6QF-4XP4 various DVDs (32)	332.17	332.17	01-6213-571.660	332.17
6/19/2025	6/19/2025	16KN-9JCX-HWM1	6/19/2025	Invoice #16KN-9JCX-HWM1 - Community garden	30.35	30.35	01-6213-571.520	30.35
6/19/2025	6/19/2025	17PX-FCTW-GRHT	6/19/2025	Acct. #A1E5P4C153SPTZ Cardstock	18.99	18.99	01-6213-571.520	18.99
6/19/2025	6/19/2025	199K-DKQH-KQ34	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #199K-DKQH-KQ34 Gladiator 2 DVD	19.95	19.95	01-6213-571.660	19.95
6/19/2025	6/19/2025	1CCM-Y1MX-R9H1	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #1CCM-Y1MX-R9H1 - Book club book (Death Without Company: A Longmire Mystery) 10 copies	121.10	121.10	01-6213-571.660	121.10
6/19/2025	6/19/2025	1FHL-QYG7-4FTV	6/19/2025	Acct. #A1E5P4C153SPTZ-Invoice #1FHL-QYG7-4FTV - Glow event	171.77	171.77	01-6213-571.520	171.77

## Jefferson County Board of County Commissioners

### Accounts Payable Status with Accounting Distribution by Vendor

<u>Invoice Date</u>	<u>Activity Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Amount Owed</u>	<u>Accounting Distribution</u>	<u>Distribution Amount</u>
6/19/2025	6/19/2025	1JCK-YNVX-4YM1	6/19/2025	Acct. # A1E5P4C153SPTZ - Book club book	107.88	107.88	01-6213-571.660	107.88
6/19/2025	6/19/2025	1K6R-KH9D-PGVW	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #1K6R-KH9D-PGVW Snap Dinos	46.92	46.92	01-6213-571.520	46.92
6/19/2025	6/19/2025	1K7G-Q9FX-VXCH	6/19/2025	Acct. A1E5P4C153SPTZ - Mother's Day	25.97	25.97	01-6213-571.520	25.97
6/19/2025	6/19/2025	1KYM-JNGV-L39C	6/19/2025	A1E5P4C153SPTZ-Invoice #1KYM-JNGV-L39C Ceiling Tiles	425.64	425.64	01-6213-571.540	425.64
6/19/2025	6/19/2025	1PWK-X3VX-PG3P	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #1PWK-X3VX-PG3P Parking Lot	516.94	516.94	01-6213-571.520	516.94
6/19/2025	6/19/2025	1T4J-JXF7-7FK9	6/19/2025	Acct. # A1E5P4C153SPTZ-Invoice #1T4J-JXF7-7FK9 DVD	9.58	9.58	01-6213-571.660	9.58
6/19/2025	6/19/2025	1TGH-GWFJ-X3VP	6/19/2025	Acct.# A1E5P4C153SPTZ Invoice #1TGH-GWFJ-X3VP - Award stickers	16.39	16.39	01-6213-571.510	16.39
6/19/2025	6/19/2025	1VL3-Y616-6FK7	6/19/2025	A1E5P4C153SPTZ-Invoice #1VL3-Y616-6FK7 - Library date stamp	170.25	170.25	01-6213-571.510	170.25
6/19/2025	6/19/2025	1XJY-LGP3-M7QJ	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #1XJY-LGP3-M7QJ - Prize box	119.92	119.92	01-6213-571.520	119.92
6/19/2025	6/19/2025	1XRX-39TJ-PJN6	6/19/2025	Acct. # A1E5P4C153SPTZ Invoice #1XRX-39TJ-PJN6 - Seasonal	23.97	23.97	01-6213-571.520	23.97
6/19/2025	6/19/2025	1YM6-GKR7-VHNF	6/19/2025	Acct. # A1E5P4C153SPTZ Art Cart	54.02	54.02	01-6213-571.520	54.02
<b>Total for[10405] Amazon Capital Services</b>					<b>3,362.21</b>	<b>3,362.21</b>		<b>3,362.21</b>
<b>[10920] Animal Medical Clinic</b>								
6/19/2025	6/19/2025	387097	6/19/2025	Acct. # 4512*307 flea tick meds, heartguard	547.52	547.52	01-4212-562.520	547.52
6/19/2025	6/19/2025	387394	6/19/2025	Acct. # 4512*307 nexgard	180.08	180.08	01-4212-562.520	180.08
6/19/2025	6/19/2025	387639	6/19/2025	nexgard (4512*307)	62.69	62.69	01-4212-562.520	62.69
6/19/2025	6/19/2025	387907	6/19/2025	exam 2 Old Tung Grove (4512*488)	50.00	50.00	01-4212-562.310	50.00
6/19/2025	6/19/2025	387975	6/19/2025	nexgard (4512*307)	301.48	301.48	01-4212-562.520	301.48
<b>Total for[10920] Animal Medical Clinic</b>					<b>1,141.77</b>	<b>1,141.77</b>		<b>1,141.77</b>
<b>[12888] ANSBACHER LAW</b>								
6/19/2025	6/19/2025	47151	6/19/2025	Jefferson County - Special Conflict Counsel	480.00	480.00	01-2103-514.540	480.00
<b>Total for[12888] ANSBACHER LAW</b>					<b>480.00</b>	<b>480.00</b>		<b>480.00</b>
<b>[10630] Beall Tire Company</b>								
6/19/2025	6/19/2025	1-170458	6/19/2025	Acct.# 12091-1x 385/65r22.5, 1x11r22.5	582.21	582.21	22-4212-534.520	582.21
<b>Total for[10630] Beall Tire Company</b>					<b>582.21</b>	<b>582.21</b>		<b>582.21</b>
<b>[11060] Beggs Funeral Homes, Inc</b>								
6/19/2025	6/19/2025	052425-01	6/19/2025	Body Removal-James Neil	400.00	400.00	01-3990-527.310	400.00
<b>Total for[11060] Beggs Funeral Homes, Inc</b>					<b>400.00</b>	<b>400.00</b>		<b>400.00</b>
<b>[10250] Big Bend Tire</b>								
6/19/2025	6/19/2025	1607199949	6/19/2025	tire repair R2	255.00	255.00	22-4212-534.462	255.00
6/19/2025	6/19/2025	1607199990	6/19/2025	New tires - #109 - Rd Dept	1,192.76	1,192.76	11-4102-541.462	1,192.76
6/19/2025	6/19/2025	1607200262	6/19/2025	tire mount/dismount - R15	103.00	103.00	22-4212-534.462	103.00
6/19/2025	6/19/2025	1607200317	6/19/2025	tire repair R15	425.00	425.00	22-4212-534.462	425.00
6/19/2025	6/19/2025	1607200352	6/19/2025	Tire Repair	30.00	30.00	01-3440-524.462	30.00
<b>Total for[10250] Big Bend Tire</b>					<b>2,005.76</b>	<b>2,005.76</b>		<b>2,005.76</b>



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<b>[10610] Big Bend-Eubanks Termite &amp; Pest Control Inc</b>								
6/19/2025	6/19/2025	266286	6/19/2025	Acct# 12663 pest control - Lloyd Woman's club @ 9109 Old Lloyd Rd -	80.00	80.00	01-2671-519.460	80.00
6/19/2025	6/19/2025	266782	6/19/2025	Acct# 10362 Trelona Treatment - Health Dept Annex	2,000.00	2,000.00	01-2671-519.460	2,000.00
6/19/2025	6/19/2025	267852	6/19/2025	Acct# 13848 yellow jackets nest removal - Cook rd - Rd Dept	250.00	250.00	11-4102-541.341	250.00
6/19/2025	6/19/2025	267951	6/19/2025	Acct 8522 All County Offices -	1,000.00	1,000.00	01-2671-519.460	1,000.00
6/19/2025	6/19/2025	267952	6/19/2025	Acct 13572 Rodent Boxes	90.00	90.00	01-2671-519.460	90.00
<b>Total for[10610] Big Bend-Eubanks Termite &amp; Pest Control</b>					<b>3,420.00</b>	<b>3,420.00</b>		<b>3,420.00</b>
<b>[12870] Black Creek Services LLC</b>								
6/19/2025	6/19/2025	695	6/19/2025	Courtroom Double Swing Podium Door	275.00	275.00	01-2670-519.491	275.00
<b>Total for[12870] Black Creek Services LLC</b>					<b>275.00</b>	<b>275.00</b>		<b>275.00</b>
<b>[12937] C&amp;F Services LLC</b>								
6/19/2025	6/19/2025	04172025-01	6/19/2025	Replacement of 6ft chain link fence between golf course & Rec Park	12,902.00	12,902.00	01-2671-519.460	12,902.00
<b>Total for[12937] C&amp;F Services LLC</b>					<b>12,902.00</b>	<b>12,902.00</b>		<b>12,902.00</b>
<b>[10330] C. W. Roberts Contracting Inc</b>								
6/19/2025	6/19/2025	1510952.990675	6/19/2025	JBOCC Deadman's Curve Patching	25,500.00	25,500.00	11-4102-541.531	25,500.00
6/19/2025	6/19/2025	1512255-3	6/19/2025	Project #ITB 2024-10 - Pay Application 3	589,169.44	589,169.44	18-4102-541.643	589,169.44
<b>Total for[10330] C. W. Roberts Contracting Inc</b>					<b>614,669.44</b>	<b>614,669.44</b>		<b>614,669.44</b>
<b>[11810] Capital City Pest Control Services LLC</b>								
6/19/2025	6/19/2025	32766	6/19/2025	Acct. 1502 WVFD Pest Control	65.00	65.00	19-3211-522.620	65.00
<b>Total for[11810] Capital City Pest Control Services LLC</b>					<b>65.00</b>	<b>65.00</b>		<b>65.00</b>
<b>[11825] CenturyLink Communications, LLC</b>								
6/19/2025	6/19/2025	0625-8787	6/19/2025	Acct # 312248787 Monthly Services-State's Attorney	273.00	273.00	01-2332-516.410	273.00
<b>Total for[11825] CenturyLink Communications, LLC</b>					<b>273.00</b>	<b>273.00</b>		<b>273.00</b>
<b>[12756] Certified Laboratories</b>								
6/19/2025	6/19/2025	9181913	6/19/2025	Acct# 538943 Oil - All Xtreme 5gal - Rd Dept -	488.34	488.34	11-4102-541.520	488.34
<b>Total for[12756] Certified Laboratories</b>					<b>488.34</b>	<b>488.34</b>		<b>488.34</b>
<b>[10770] Cintas</b>								
6/19/2025	6/19/2025	4223612421	6/19/2025	Acct# 19616374-uniform rental - Rd Dept -	124.49	124.49	11-4102-541.341	124.49
6/19/2025	6/19/2025	4233207436	6/19/2025	acct# 19616374-uniform rental - Rd Dept	160.11	160.11	11-4102-541.341	160.11
<b>Total for[10770] Cintas</b>					<b>284.60</b>	<b>284.60</b>		<b>284.60</b>
<b>[10025] City of Monticello</b>								
6/19/2025	6/19/2025	0425-0166	6/19/2025	Account #00010166 - Utilities	178.72	178.72	01-6212-571.430	178.72
<b>Total for[10025] City of Monticello</b>					<b>178.72</b>	<b>178.72</b>		<b>178.72</b>
<b>[12215] Clemens Fuel Systems Inc</b>								
6/19/2025	6/19/2025	43089	6/19/2025	STP sump & dispenser sump test - Diesel & unleaded dispensers	350.00	350.00	11-4102-541.341	350.00
<b>Total for[12215] Clemens Fuel Systems Inc</b>					<b>350.00</b>	<b>350.00</b>		<b>350.00</b>



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<b>[10090] Conrad Yelvington Distrib</b>								
6/19/2025	6/19/2025	2325179	6/19/2025	limestone roadbase - Yard - Acct# 314478	2,032.42	2,032.42	11-4102-541.530	2,032.42
6/19/2025	6/19/2025	2327640	6/19/2025	Acct# 314478 Limestone Roadbase - Yard,	1,009.20	1,009.20	11-4102-541.530	1,009.20
<b>Total for[10090] Conrad Yelvington Distrib</b>					<b>3,041.62</b>	<b>3,041.62</b>		<b>3,041.62</b>
<b>[11595] Dept Environmental Protection</b>								
6/19/2025	6/19/2025	861030	6/19/2025	Acct# STCM-11141 FY 2025-2026 Storage Tank Registration	50.00	50.00	11-4102-541.521	50.00
<b>Total for[11595] Dept Environmental Protection</b>					<b>50.00</b>	<b>50.00</b>		<b>50.00</b>
<b>[12640] DoorKing INC</b>								
6/19/2025	6/19/2025	2516141	6/19/2025	monthly service 5/3-6/2 2025 - Gate	34.95	34.95	11-4102-541.410	34.95
<b>Total for[12640] DoorKing INC</b>					<b>34.95</b>	<b>34.95</b>		<b>34.95</b>
<b>[10130] Duke Energy</b>								
6/19/2025	6/19/2025	0525-0043	6/19/2025	Acct# 910085450043 monthly service - Rec Park -	110.08	110.08	01-6101-572.430	110.08
<b>Total for[10130] Duke Energy</b>					<b>110.08</b>	<b>110.08</b>		<b>110.08</b>
<b>[10530] ECB PUBLISHING INC</b>								
6/19/2025	6/19/2025	31793	6/19/2025	Legal notice Funding Availability - SHIP	157.08	157.08	12-0098-551.300	157.08
6/19/2025	6/19/2025	31950	6/19/2025	Equip Op III ad - Rd Dept	428.75	428.75	11-4102-541.490	428.75
6/19/2025	6/19/2025	31999	6/19/2025	Equip Op III ad - Rd Dept	428.75	428.75	11-4102-541.490	428.75
<b>Total for[10530] ECB PUBLISHING INC</b>					<b>1,014.58</b>	<b>1,014.58</b>		<b>1,014.58</b>
<b>[12736] EnvisionWare Inc</b>								
6/19/2025	6/19/2025	INV-US-76175	6/19/2025	Fax Overage - #INV-US-76175	69.75	69.75	01-6213-571.525	69.75
<b>Total for[12736] EnvisionWare Inc</b>					<b>69.75</b>	<b>69.75</b>		<b>69.75</b>
<b>[10675] First Call Truck Parts</b>								
6/19/2025	6/19/2025	166005	6/19/2025	bulk gallon def (4515)	560.90	560.90	22-4212-534.521	560.90
6/19/2025	6/19/2025	166006	6/19/2025	acct# 4505bulk gallon DEF - Rd Dept	514.75	514.75	11-4102-541.520	514.75
<b>Total for[10675] First Call Truck Parts</b>					<b>1,075.65</b>	<b>1,075.65</b>		<b>1,075.65</b>
<b>[10059] Florida Gulf &amp; Atlantic Railroad Company LLC</b>								
6/19/2025	6/19/2025	2943230	6/19/2025	Signal Maintenance Agreement #DOT625535C - 7/1/24-06/30/25 - Turkey Scratch Rd	1,967.00	1,967.00	11-4102-541.341	1,967.00
6/19/2025	6/19/2025	2943231	6/19/2025	Signal Maintenance Agreement #DOT625568P - 7/1/24-06/30/25 - Lloyd Creek Rd	1,967.00	1,967.00	11-4102-541.341	1,967.00
<b>Total for[10059] Florida Gulf &amp; Atlantic Railroad Company</b>					<b>3,934.00</b>	<b>3,934.00</b>		<b>3,934.00</b>
<b>[10555] GCL MONTICELLO</b>								
6/19/2025	6/19/2025	175321	6/19/2025	Acct. # 300166 pliers, aluminum ties	45.98	45.98	22-4212-534.522	45.98
6/05/2025	6/05/2025	175612	6/19/2025	Cust. # 300166 tilt fan	159.99	159.99	01-4212-562.520	159.99
6/19/2025	6/19/2025	175619	6/19/2025	Acct. #300166 extension cord	99.99	99.99	01-4212-562.520	99.99
6/19/2025	6/19/2025	176031	6/19/2025	Cust. # 300168 Light bulbs for station	54.99	54.99	19-3211-522.460	27.49
							28-3211-526.460	27.50
6/19/2025	6/19/2025	176083	6/19/2025	Acct# 300170 sch80 pvc niple 1"x\$, pipe seal tamp, hose bibb 3/4", Bushing Reduce PVC 1 -1/4x3/4", ball valve sch 40 pvc, tee pvc slipxslip 1-1/4" - relocate pressure washer	43.68	43.68	11-4102-541.520	43.68
<b>Total for[10555] GCL MONTICELLO</b>					<b>404.63</b>	<b>404.63</b>		<b>404.63</b>

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<b>[13063] Gerald Knecht</b>								
6/19/2025	6/19/2025	2-HDebby	6/19/2025	Reimbursement for Hurricane Debby Purchases	22.46	22.46	01-2102-513.491	22.46
<b>Total for[13063] Gerald Knecht</b>					<b>22.46</b>	<b>22.46</b>		<b>22.46</b>
<b>[10590] GOVCONNECTION, INC</b>								
6/19/2025	6/19/2025	76276322	6/19/2025	Acct. #24001434-ORD. #63316242 IT Upgrades	1,168.30	1,168.30	01-2104-513.525	1,168.30
6/19/2025	6/19/2025	76317708	6/19/2025	Acct. # 24001434 IT Upgrades Order #63333237	310.08	310.08	01-2104-513.525	310.08
6/19/2025	6/19/2025	76342448	6/19/2025	Act# 24001434 IT Upgrades - Order #63352029	493.80	493.80	01-2104-513.525	493.80
6/19/2025	6/19/2025	76353792	6/19/2025	Act# 24001434 IT Upgrades- PO #09/12/24 Ord# 9/12/24	117.75	117.75	01-2104-513.525	117.75
6/19/2025	6/19/2025	76408837	6/19/2025	Act# 15054549 IT Upgrades Order #63373663	189.14	189.14	01-2670-519.640	189.14
6/19/2025	6/19/2025	76451836	6/19/2025	Act# 24001434 IT Upgrades - PO #09/12/24 Ord # 692032	90.36	90.36	01-2104-513.525	90.36
6/19/2025	6/19/2025	76482599	6/19/2025	Act# 24001434-IT Upgrades - PO #05/21/25-01 Ord #63422459	701.80	701.80	01-2104-513.525	701.80
6/19/2025	6/19/2025	76507451	6/19/2025	Act# 24001434 IT Upgrades - Order #05-21-2025-02	533.51	533.51	01-2104-513.525	533.51
<b>Total for[10590] GOVCONNECTION, INC</b>					<b>3,604.74</b>	<b>3,604.74</b>		<b>3,604.74</b>
<b>[11330] GREAT AMERICA FINANCIAL SERVICES</b>								
6/19/2025	6/19/2025	39366448	6/19/2025	Acct 020-1841366-000 Monthly Lease Printer	300.00	300.00	01-2322-516.510	300.00
<b>Total for[11330] GREAT AMERICA FINANCIAL SERVICES</b>					<b>300.00</b>	<b>300.00</b>		<b>300.00</b>
<b>[11535] GUTTERHAWK ROOFING &amp; GUTTER SPECIALISTS</b>								
6/19/2025	6/19/2025	30441-final	6/19/2025	Art Gallery Roof-final	14,664.00	14,664.00	01-2671-519.460	14,664.00
<b>Total for[11535] GUTTERHAWK ROOFING &amp; GUTTER</b>					<b>14,664.00</b>	<b>14,664.00</b>		<b>14,664.00</b>
<b>[10980] Jefferson Communities Water System, Inc.</b>								
6/19/2025	6/19/2025	0525-1200	6/19/2025	Acct. # 0311200 Wacissa VFD Water	84.06	84.06	19-3211-522.620	84.06
6/19/2025	6/19/2025	0525-3700	6/19/2025	Acct #0403700 LVFD Water	39.42	39.42	19-3211-522.621	39.42
<b>Total for[10980] Jefferson Communities Water System, Inc.</b>					<b>123.48</b>	<b>123.48</b>		<b>123.48</b>
<b>[10000] Jefferson County Sheriff's Office</b>								
4/15/2025	4/15/2025	041525-01	6/19/2025	FDLE LESA salary supplement funds for Qtr 4 April-June	85,703.50	85,703.50	01-3101-521.931	85,703.50
<b>Total for[10000] Jefferson County Sheriff's Office</b>					<b>85,703.50</b>	<b>85,703.50</b>		<b>85,703.50</b>
<b>[12936] Jefferson Welding Shop LLC</b>								
6/19/2025	6/19/2025	570	6/19/2025	pinckney hill site and fulford rd site - repair gates	230.00	230.00	22-4212-534.463	230.00
<b>Total for[12936] Jefferson Welding Shop LLC</b>					<b>230.00</b>	<b>230.00</b>		<b>230.00</b>
<b>[10540] Jones Welding &amp; Industrial Supplies Inc</b>								
6/19/2025	6/19/2025	R 00717879	6/19/2025	Cust. # 58675 Cylinder Rental	591.47	591.47	28-3211-526.522	591.47
6/19/2025	6/19/2025	R00717880	6/19/2025	acct# 58688-monthly cylinders rental	115.01	115.01	11-4102-541.520	115.01
<b>Total for[10540] Jones Welding &amp; Industrial Supplies Inc</b>					<b>706.48</b>	<b>706.48</b>		<b>706.48</b>

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<b>[11630] Keith Roddenberry</b>								
6/19/2025	6/19/2025	863706	6/19/2025	Courthouse ground maintenance	50.00	50.00	01-2670-519.460	50.00
<b>Total for[11630] Keith Roddenberry</b>					<b>50.00</b>	<b>50.00</b>		<b>50.00</b>
<b>[10735] Kent Bass</b>								
6/19/2025	6/19/2025	FY2025Q3KB-Fulford	6/19/2025	Fulford lease-April-June 2025	1,500.00	1,500.00	22-4212-534.440	1,500.00
<b>Total for[10735] Kent Bass</b>					<b>1,500.00</b>	<b>1,500.00</b>		<b>1,500.00</b>
<b>[12741] Lumen-CenturyLink</b>								
6/19/2025	6/19/2025	736642887	6/19/2025	Acct # 91487806 SAO Monthly Service	463.27	463.27	01-2332-516.410	463.27
6/19/2025	6/19/2025	740245397	6/19/2025	Acct# 5-BXTBVBL4 monthly service - public defender JC	284.25	284.25	01-2333-516.410	284.25
<b>Total for[12741] Lumen-CenturyLink</b>					<b>747.52</b>	<b>747.52</b>		<b>747.52</b>
<b>[90047] MASSEY, WILLIAM</b>								
6/19/2025	6/19/2025	052725Reimb	6/19/2025	Water pipe part to fix water line at Jefferson Co. Ext. Service - reimbursement	16.04	16.04	01-6302-537.460	16.04
<b>Total for[90047] MASSEY, WILLIAM</b>					<b>16.04</b>	<b>16.04</b>		<b>16.04</b>
<b>[13053] Mathers Electric Co Inc</b>								
6/19/2025	6/19/2025	63526	6/19/2025	Fire Department Generator - Final Payment	4,937.00	4,937.00	19-3211-522.520	4,937.00
<b>Total for[13053] Mathers Electric Co Inc</b>					<b>4,937.00</b>	<b>4,937.00</b>		<b>4,937.00</b>
<b>[12315] Maurice Arnold</b>								
6/19/2025	6/19/2025	0625FASRO-MA	6/19/2025	Court Education Fund-Fla. Association of SRO Training	275.00	275.00	14-3101-521.540	275.00
<b>Total for[12315] Maurice Arnold</b>					<b>275.00</b>	<b>275.00</b>		<b>275.00</b>
<b>[11110] Mitchell L. McElroy</b>								
6/19/2025	6/19/2025	FY2025Q3MM-Nash	6/19/2025	nash lease April-June 2025	600.00	600.00	22-4212-534.440	600.00
<b>Total for[11110] Mitchell L. McElroy</b>					<b>600.00</b>	<b>600.00</b>		<b>600.00</b>
<b>[10575] Mobile Communications</b>								
6/19/2025	6/19/2025	307070068350	6/19/2025	fleet gps	314.25	314.25	22-4212-534.520	314.25
6/19/2025	6/19/2025	307070068357	6/19/2025	monthly fleet tracker service - GPS - Rd Dept	544.70	544.70	11-4102-541.341	544.70
<b>Total for[10575] Mobile Communications</b>					<b>858.95</b>	<b>858.95</b>		<b>858.95</b>
<b>[10440] Monticello Carquest Inc.</b>								
6/19/2025	6/19/2025	10338-331972	6/19/2025	Acct. #263-mower deck spindle, belt, blades, trufuel	608.76	608.76	22-4212-534.520	608.76
6/19/2025	6/19/2025	10338-332462	6/19/2025	Acct# 132deep clean fsc, hi-milage fuel treatment, Rx silicn blade - 22in - IA1	99.68	99.68	11-4102-541.463	99.68
5/30/2025	6/19/2025	10338-332485	6/19/2025	Credit to Inv#10338-332462 charged to wrong account	-99.68	-99.68	11-4102-541.463	-99.68
6/19/2025	6/19/2025	10338-332486	6/19/2025	Cust. # 263 wiper blades, fuel treatment	99.68	99.68	22-4212-534.520	99.68
6/19/2025	6/19/2025	10338-332793	6/19/2025	Straps for Brush 5	22.99	22.99	19-3211-522.621	22.99
6/19/2025	6/19/2025	10338-332896	6/19/2025	Cust. # 263-relay FL-1	20.86	20.86	22-4212-534.520	20.86
6/19/2025	6/19/2025	10338-332946	6/19/2025	Acct# 132 trailer connector, shop towels, black mamba nitrex gloves, HDMO 15w40, Lube, Air, oil filter - #118, 119, 96, shop -	229.28	229.28	11-4102-541.463	229.28

## Jefferson County Board of County Commissioners

### Accounts Payable Status with Accounting Distribution by Vendor

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6/19/2025	6/19/2025	10338-332950	6/19/2025	Cust. # 263-battery G1	319.18	319.18	22-4212-534.520	319.18
6/19/2025	6/19/2025	10338-332957	6/19/2025	Cust # 263-battery - box truck	319.18	319.18	22-4212-534.520	319.18
6/19/2025	6/19/2025	10338-333212	6/19/2025	Acct# 132screw assy, air, trimmer head, line trimmer - #119, #95, chainsaws & weedeaters	174.95	174.95	11-4102-541.463	174.95
6/19/2025	6/19/2025	10338-333269	6/19/2025	Act# 132 window motor w/reg - #117,	94.44	94.44	11-4102-541.463	94.44
6/19/2025	6/19/2025	10338-333339	6/19/2025	Cust. #263 battery - 1A-1	201.45	201.45	22-4212-534.440	201.45
<b>Total for[10440] Monticello Carquest Inc.</b>					<b>2,090.77</b>	<b>2,090.77</b>		<b>2,090.77</b>
<b>[11295] Monticello Milling Co.</b>								
6/19/2025	6/19/2025	15724	6/19/2025	dog feed kennels	145.00	145.00	01-4212-562.520	145.00
<b>Total for[11295] Monticello Milling Co.</b>					<b>145.00</b>	<b>145.00</b>		<b>145.00</b>
<b>[11165] Mowrey Elevator Co. of FL</b>								
6/19/2025	6/19/2025	972891	6/19/2025	acct# 600483 monthly billing	228.59	228.59	01-2670-519.460	228.59
<b>Total for[11165] Mowrey Elevator Co. of FL</b>					<b>228.59</b>	<b>228.59</b>		<b>228.59</b>
<b>[12822] Next Generation Diesel</b>								
6/19/2025	6/19/2025	230	6/19/2025	3-6 Fuel Injection pump/Filters/Disaster Prevention	3,270.19	3,270.19	28-3211-526.462 28-3211-526.463	1,250.00 2,020.19
<b>Total for[12822] Next Generation Diesel</b>					<b>3,270.19</b>	<b>3,270.19</b>		<b>3,270.19</b>
<b>[10325] Nextran Truck Centers</b>								
6/19/2025	6/19/2025	1185-2025-01	6/19/2025	T0399 - Jefferson County Piggyback Truck	230,300.00	230,300.00	12-0098-525.352	230,300.00
<b>Total for[10325] Nextran Truck Centers</b>					<b>230,300.00</b>	<b>230,300.00</b>		<b>230,300.00</b>
<b>[12896] Nicholas Simoncini</b>								
6/19/2025	6/19/2025	0725CJIST-NS	6/19/2025	Court Education Trust Fund-Criminal Justice Information Services Training-Per Diem	179.00	179.00	14-3101-521.540	179.00
<b>Total for[12896] Nicholas Simoncini</b>					<b>179.00</b>	<b>179.00</b>		<b>179.00</b>
<b>[11875] Phoenix Fire Protection Inc</b>								
6/19/2025	6/19/2025	11807	6/19/2025	Fire Protection flow test	225.00	225.00	19-3211-522.460 28-3211-526.460	112.50 112.50
<b>Total for[11875] Phoenix Fire Protection Inc</b>					<b>225.00</b>	<b>225.00</b>		<b>225.00</b>
<b>[12095] Pitney Bowes Inc</b>								
6/19/2025	6/19/2025	3107245657	6/19/2025	Acct# 0016224117 Contract# 0041551430, lease invoice - Plan Dept -	181.80	181.80	01-2780-515.420 01-3440-524.420	90.90 90.90
<b>Total for[12095] Pitney Bowes Inc</b>					<b>181.80</b>	<b>181.80</b>		<b>181.80</b>
<b>[11700] Pitney Bowes Inc Purchase Power</b>								
6/19/2025	6/19/2025	0525-3785	6/19/2025	Act#8000-9000-0348-3785 Postage meter refill SN-6218007, PBP# 32655433 - Planning Dept	200.00	200.00	01-2780-515.420	200.00
<b>Total for[11700] Pitney Bowes Inc Purchase Power</b>					<b>200.00</b>	<b>200.00</b>		<b>200.00</b>

**Jefferson County Board of County Commissioners**  
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<b>[10095] Preferred Government Insurance Trust</b>								
6/19/2025	6/19/2025	COM#67148-4-07/2025	6/19/2025	Acct# WC FL1033103324-07 WC Quarterly	68,930.50	68,930.50	01-2101-511.240	66.16
							01-2102-513.240	1,660.99
							01-2104-513.451	24,158.19
							01-3440-524.120	911.33
							01-4212-562.240	1,081.61
							01-4216-534.240	506.91
							01-6101-572.240	990.75
							01-6212-571.240	98.36
							01-6302-537.240	122.87
							11-4102-541.240	14,251.19
							19-3211-522.241	7,978.85
							22-4212-534.240	9,124.43
							28-3211-526.240	7,978.86
<b>Total for[10095] Preferred Government Insurance Trust</b>					<b>68,930.50</b>	<b>68,930.50</b>		<b>68,930.50</b>
<b>[12737] Pro Chem Inc</b>								
6/19/2025	6/19/2025	193240	6/19/2025	truck cleaner	828.22	828.22	22-4212-534.520	828.22
6/19/2025	6/19/2025	193265	6/19/2025	nitrile gloves	356.07	356.07	22-4212-534.520	356.07
<b>Total for[12737] Pro Chem Inc</b>					<b>1,184.29</b>	<b>1,184.29</b>		<b>1,184.29</b>
<b>[10305] Right Way Welding &amp; Fabrication LLC</b>								
6/19/2025	6/19/2025	3715	6/19/2025	box truck repairs to RH and LH mirror brackets	210.00	210.00	22-4212-534.463	210.00
<b>Total for[10305] Right Way Welding &amp; Fabrication LLC</b>					<b>210.00</b>	<b>210.00</b>		<b>210.00</b>
<b>[12010] Safety-Kleen Systems, Inc</b>								
6/19/2025	6/19/2025	CN19660809	6/19/2025	Acct# JE10809 parts washer solvent - Rd Dept	53.16	53.16	11-4102-541.520	53.16
<b>Total for[12010] Safety-Kleen Systems, Inc</b>					<b>53.16</b>	<b>53.16</b>		<b>53.16</b>
<b>[12982] Samantha McCoy</b>								
6/19/2025	6/19/2025	2025-02-FINAL	6/19/2025	RFP 2025-03 Mural Final	7,500.00	7,500.00	01-2104-513.310	7,500.00
<b>Total for[12982] Samantha McCoy</b>					<b>7,500.00</b>	<b>7,500.00</b>		<b>7,500.00</b>
<b>[11575] Secure Records Solutions</b>								
6/19/2025	6/19/2025	0274367	6/19/2025	acct# 1258 secure destruction services	45.00	45.00	01-2670-519.491	45.00
<b>Total for[11575] Secure Records Solutions</b>					<b>45.00</b>	<b>45.00</b>		<b>45.00</b>
<b>[12743] Site Truck Services LLC</b>								
6/19/2025	6/19/2025	2528	6/19/2025	repair - A/C not cooling - #59	391.39	391.39	11-4102-541.462	391.39
6/19/2025	6/19/2025	2529	6/19/2025	repair - A/C not cooling - #60	267.24	267.24	11-4102-541.462	267.24
6/19/2025	6/19/2025	2536	6/19/2025	air brake system, air compressor, tail lights FL-2	7,935.72	7,935.72	22-4212-534.462	7,935.72
<b>Total for[12743] Site Truck Services LLC</b>					<b>8,594.35</b>	<b>8,594.35</b>		<b>8,594.35</b>
<b>[10445] Sonitrol of Tallahassee</b>								
6/19/2025	6/19/2025	595544	6/19/2025	Acct R1M601957 FY24/25 Courthouse Security	95.25	95.25	01-2671-519.460	95.25
<b>Total for[10445] Sonitrol of Tallahassee</b>					<b>95.25</b>	<b>95.25</b>		<b>95.25</b>

# Jefferson County Board of County Commissioners

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<b>[10075] SOUTHEASTERN CONSULTING ENGINEERS, INC.</b>								
6/19/2025	6/19/2025	11346	6/19/2025	Engineering Review for Duke Bailey Solar Project	2,400.00	2,400.00	01-2780-515.310	2,400.00
<b>Total for[10075] SOUTHEASTERN CONSULTING</b>					<b>2,400.00</b>	<b>2,400.00</b>		<b>2,400.00</b>
<b>[10385] State of Florida-DMS</b>								
6/19/2025	6/19/2025	Acct # 215-8844	6/19/2025	Acct # 215-8844 SAO phone service Invoices: 2e-1560, 2e-6409, 2e-6410, 2f-1162, 2f-1163, 2f-5949, 2g-0883, 2g-5561, 2g-5662,	170.06	170.06	01-2332-516.401	170.06
<b>Total for[10385] State of Florida-DMS</b>					<b>170.06</b>	<b>170.06</b>		<b>170.06</b>
<b>[10620] Stewart Heating &amp; Cooling</b>								
6/19/2025	6/19/2025	0205302502	6/19/2025	AC Repair Upstairs	705.00	705.00	19-3211-522.460 28-3211-526.460	352.50 352.50
<b>Total for[10620] Stewart Heating &amp; Cooling</b>					<b>705.00</b>	<b>705.00</b>		<b>705.00</b>
<b>[12940] The Evening Dew</b>								
6/19/2025	6/19/2025	05112025-01	6/19/2025	Monticello Market - JEFFERSON COUNTY SINGLE AD FOR 6 WEEKS	375.00	375.00	29-2781-519.487	375.00
6/19/2025	6/19/2025	06022025-01	6/19/2025	Monticello Market - JEFFERSON COUNTY DOUBLE AD FOR 2 WEEKS	150.00	150.00	29-2781-519.486	150.00
<b>Total for[12940] The Evening Dew</b>					<b>525.00</b>	<b>525.00</b>		<b>525.00</b>
<b>[13030] The Holistic Plan of Care Inc</b>								
6/19/2025	6/19/2025	FY2025SGP-04	6/19/2025	24/25 Non-profit Grant Award-Approved in 3/6/25 board meeting	2,000.00	2,000.00	01-2781-519.881	2,000.00
<b>Total for[13030] The Holistic Plan of Care Inc</b>					<b>2,000.00</b>	<b>2,000.00</b>		<b>2,000.00</b>
<b>[11335] The Monticello Opera House, Inc.</b>								
6/19/2025	6/19/2025	FY2025SGP-05	6/19/2025	24/25 Non-profit Grant Award Approved at 3/6/25 Board meeting	2,000.00	2,000.00	01-2781-519.881	2,000.00
<b>Total for[11335] The Monticello Opera House, Inc.</b>					<b>2,000.00</b>	<b>2,000.00</b>		<b>2,000.00</b>
<b>[10510] THE PLANNING COLLABORATIVE</b>								
6/19/2025	6/19/2025	25-21	6/19/2025	Record Transmittal for Lamont Gas Station	380.00	380.00	01-2780-515.310	380.00
<b>Total for[10510] THE PLANNING COLLABORATIVE</b>					<b>380.00</b>	<b>380.00</b>		<b>380.00</b>
<b>[12836] Thomas M Coyne MD PA</b>								
6/19/2025	6/19/2025	25-1378	6/19/2025	medical examiner services - May 2025	100.00	100.00	01-3990-527.310	100.00
<b>Total for[12836] Thomas M Coyne MD PA</b>					<b>100.00</b>	<b>100.00</b>		<b>100.00</b>
<b>[10465] UniFirst Corporation</b>								
6/19/2025	6/19/2025	3050070111	6/19/2025	Acct 1311916 Courthouse Supplies	239.13	239.13	01-2670-519.520	239.13
6/19/2025	6/19/2025	3050070481	6/19/2025	Acct 1311916 Courthouse Supplies	347.81	347.81	01-2670-519.520	347.81
<b>Total for[10465] UniFirst Corporation</b>					<b>586.94</b>	<b>586.94</b>		<b>586.94</b>
<b>[10295] US Ecology Tampa Inc</b>								
6/19/2025	6/19/2025	1220755	6/19/2025	Cust. # C022010-Madison amnesty 05/07/25	7,181.76	7,181.76	22-4212-534.544	7,181.76
<b>Total for[10295] US Ecology Tampa Inc</b>					<b>7,181.76</b>	<b>7,181.76</b>		<b>7,181.76</b>
<b>[11450] USA OIL LLC</b>								
6/19/2025	6/19/2025	40220	6/19/2025	300 gallons recycled oil	200.00	200.00	22-4212-534.521	200.00
<b>Total for[11450] USA OIL LLC</b>					<b>200.00</b>	<b>200.00</b>		<b>200.00</b>

**Jefferson County Board of County Commissioners**  
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<b>[12811] USPS</b>								
6/19/2025	6/19/2025	Box #547	6/19/2025	Judge PO Box	244.00	244.00	01-2324-516.510	244.00
<b>Total for[12811] USPS</b>					<b>244.00</b>	<b>244.00</b>		<b>244.00</b>
<b>[12130] Vector Security</b>								
6/19/2025	6/19/2025	76111329	6/19/2025	Acct# 6478853 monthly security service 6/15-7/14 2025 - Rd Dept -	43.68	43.68	11-4102-541.341	43.68
<b>Total for[12130] Vector Security</b>					<b>43.68</b>	<b>43.68</b>		<b>43.68</b>
<b>[10255] Verizon Wireless</b>								
6/19/2025	6/19/2025	6114311296	6/19/2025	Acct #742499911-00003 FY 24/25-Office Phone-SAO	657.42	657.42	01-2332-516.401	657.42
<b>Total for[10255] Verizon Wireless</b>					<b>657.42</b>	<b>657.42</b>		<b>657.42</b>
<b>[11250] Walker &amp; Sons Farms</b>								
6/19/2025	6/19/2025	FY2025Q3WS-Bassett	6/19/2025	bassett lease April-June 2025	450.00	450.00	22-4212-534.440	450.00
<b>Total for[11250] Walker &amp; Sons Farms</b>					<b>450.00</b>	<b>450.00</b>		<b>450.00</b>
<b>Report Total</b>					<b>1,108,759.72</b>	<b>1,108,759.72</b>		<b>1,108,759.72</b>

# **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

## **Regular Session**

**Thursday, June 5th, 2025**

**9 AM**

The Board met on this date in Regular Session. Chairman Austin Hosford, Commissioners JT Surles, Jessica Gramling, Ben White, and Gene Hall were present. Clerk Trey Hightower, County Manager Shannon Metty, Budget Officer Gus Rojas, Sheriff Mac McNeill, County Attorney Evan Rosenthal, and Assistant County Attorney Kirsten Mood were also present.

At the June 5<sup>th</sup> meeting, the board convened with formalities before approving the agenda and consent items. County Manager Shannon Metty addressed a publication error regarding retirement contributions and disorganization within the Tourist Development Council, prompting discussions about invoice procedures and the Monticello Opera House grant. Several general business items were handled: a legislative tracking service proposal was declined, the A Building Grant extension was approved 4-1, request to waive procurement was passed, and the sheriff's interlocal agreement was amended and ratified. Road bond funds were allocated to a new paving project, a Jefferson Express bus program extension was delayed, and a trade-in deal for new road department tractors was approved pending legal review. The board also approved a 911 system MOU and reviewed surplus equipment. Updates were provided on courthouse funding, highway projects, and upcoming RFPs. Commissioner Hall requested updates on gym demolition and Commissioner Gramling proposed public evaluations of the County Manager's office. Other commissioners raised issues concerning property sales, road safety, and emergency access. The meeting concluded with a unanimous vote to adjourn.

### **1. 9 AM Call to Order, Invocation, Pledge of Allegiance**

### **2. Approval of the Agenda**

- **Commissioner White motions to approve the agenda, seconded by Commissioner Hall and unanimously passed by the board.**

### **3. Public Announcement, Presentations, and Awards**

- County Manager Shannon Metty
  - Apologizes for an error in the publication of an advertisement regarding retirement contributions, promising full compliance moving forward.
- Rose Marie – Agrotourism Operator
  - Tourist Development Council carries a fund balance in excess of \$250,000– a portion of which is county funds. The funds are just sitting there – she suggests a review of old invoices to correct coding errors.
  - The \$5,000 grant to the Monticello Opera House Agenda Item has not come before the TDC for approval and review.
  - Commissioner Gramling asks how to proceed.
  - County Manager Metty states that there has been disorganization regarding TDC, emphasizing the need for proper documentation and approval processes for invoices. She introduces the new TDC Coordinator.



# JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

## Regular Session

Thursday, June 5th, 2025

9 AM

- Chairman asks whether the board is supposed to make ultimate decisions regarding the TDC Director.
- Counsel Kirsten Mood clarifies that bylaws provide that the TDC Director can be appointed by the County Manager.
- Commissioner Surles would like to see the Opera House funds approved.
- Commissioner Hall asks that any entity that receives a mini grant from the Jefferson County Board of Commissioners shows some accountability as to how the money has been spent. Shannon Metty responds that procedure is already in place.

#### 4. Citizens Request & Input on Non-Agenda Items

#### 5. Consent Agenda

- **Commissioner Surles motions to approve the Consent Agenda, seconded by Commissioner White and unanimously passed by the board.**
- Chairman Hosford discusses the Tyson Boeing Award, noting that he prefers to keep businesses local. He requests a board consensus to insert a local option into all procurement processes.
- Counsel engages in logistical discussion regarding the nature of this request.

#### 6. General Business

##### a. NGN Legislative Tracking

- Evan Rosenthal explains that at a prior meeting, the board requested that NGN provide a proposal to provide legislative tracking services. He presents a proposal to provide those services for a fee of \$9,400. It would begin with the 2026 legislative session, and it would include a weekly memo to the county starting two weeks prior to legislative session starting. After session ends, it will detail any pending legislation that may impact the county. Finally, they would provide a comprehensive presentation to the board on anything that has passed that impacts the county. He clarifies that they are not lobbyists.
- Chairman Hosford notes that some of these services are already provided to the board, and he would like to see the board pass on this item.
- Commissioner Hall asks counsel to reiterate the cost and comments that this service is not cost efficient.
- **No motion is made; item does not pass.**

##### b. A Building Grant

- Shannon Metty states that the Division of State regarding historical grants has allowed us one more extension. She has met with JJ, and he will be at the next board meeting to present.

# **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

## **Regular Session**

**Thursday, June 5th, 2025**

**9 AM**

- **Commissioner Surles motions to extend the grant, seconded by Commissioner Gramling. Chairman Hosford votes to deny. Motion passes 4-1.**
- Commissioner Hall inquires if there will be a match. Shannon Metty responds that there will not be a match.

### **c. Request to Waive Procurement**

- **Commissioner Surles motions to approve Item C, seconded by Commissioner White and unanimously passed by the board.**

### **d. ILA Sheriff & City JAGC**

- Sheriff Mac McNeill
  - Every year, we receive a federal grant that passes through FDLE, anywhere from high 30k to low 40k. He requests that they allow each individual agency to have access to those pool funds on alternating years. The City would get odd years and the County will receive the funds on the even years.
  - **Commissioner Surles motions to approve Item D, seconded by Commissioner Gramling. It is not brought to a vote.**
  - Kirsten Mood states that before the board votes, the county signature has already been placed on the document, but it was not ratified by a full vote of the board. The commissioners should amend their motion to make that change. In addition to approving the Interlocal, they should also ratify that signature on the award.
  - **Commissioner Surles amends his motion as Counsel stated, seconded by Commissioner Gramling, and unanimously passed by the board.**

### **e. CSA with Peavy and Sons Related to the Road Bond**

- County Manager Shannon Metty
  - This is the last bit of our road bond funds, which will go up to North Gilly. She requests the total amount for this project, approximately 1.2 miles, which is \$546,171.96.
  - **Commissioner Gramling motions to approve Item E, seconded by Commissioner Surles and unanimously passed by the board.**

### **f. Jefferson Express Development Grant**

- County Manager Shannon Metty
  - FDOT gave us funds to assist with Jefferson Express, where we installed three or four bus stops and people were able to ride for a dollar. The state will not fund this grant program going forward so

# JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

## Regular Session

Thursday, June 5th, 2025

9 AM

if we were to continue our agreement, then the cost would be on the county, and it would be approximately \$150,000. On average, the cost per month is between \$12,000 to \$13,000 for these riders.

- Chairman Hosford would like this item to be extended to one more meeting to reexamine the costs.

### **g. Resolution Crystal Tractor Deal for Road Department**

- County Manager Shannon Metty
  - Reminds the board that the Road Department needs more tractors. We now have the deal ready: they are going to take one of our older tractors, the extra Mack Truck, and a couple batwings that are no longer feasible to use. We are trading those, which leaves us about \$22,000 out of pocket for two new tractors. There is a caveat: we do not have the actual contract to be signed at this meeting, but it is a time-sensitive issue before we lose the tractors. Metty asks the board, pending legal review of the contract, to authorize the Chairman to sign off on it.
  - Evan Rosenthal reiterates that Counsel strongly encourages against doing this but is willing to make an exception because this should be a basic agreement. If he runs into any issues negotiating, it will need to come back to the board.
  - **Commissioner White motions to approve, seconded by Commissioner Gramling and unanimously passed by the board.**

### **h. MOU for the Regional Next Generation 911 Systems and Services Interoperability Project**

- Kirsten Mood
  - Clarifies the nature and purpose of the document.
  - **Commissioner Hall motions to approve, seconded by Commissioner Surles and unanimously passed by the board.**

### **i. Surplus Road Department Equipment and Purchase**

- This was covered in item g.

## **7. Clerk of Courts**

- a. Updates the board on the courthouse funding. The original \$1.3 million asked for our courthouse funding on the House side was cut in half on all the courthouse funding requests across the state. We are down to \$680,000; it is not on the Senate side. The Clerks have a meeting with Senator Corey Simon this afternoon at 1:30 to discuss the Clerk budget.

# **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

## **Regular Session**

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**9 AM**

### **8. County Engineer**

- a. Boston Highway—90% plans are almost complete and turned into DOT. We are working on closeout documents for Waukeena Highway; he believes the pay request was signed at today's meeting. He requests a copy from Shannon Metty.
- b. Chris Morris states that road bonds have just got approved, and he will reach out to a contractor. Wolf Creek is ready to go out to bid. For Boston Culvert, we are still doing some modifications and sub-grants. On Old Lloyd Road, we just got bids in, but we have not selected a contractor.

### **9. County Attorney**

### **10. County Manager**

- a. RFPs have gone out for the pickleball court, as well as the Continuing Services Road Contract. Provides update on kennels, noting that they have a bid out for fencing quotes. They are putting lime rock down in between one of the kennels.
- b. The insurance company on our contract usually does a presentation every July. She confirms that the board is willing to waive the presentation. June 19 will be a large agenda—they will be hearing the constitutional budgets. The Clerk of Court will be traveling that week.

### **11. County Commissioners**

- a. Commissioner Hall
  - Requests an update on the demolition of the old gymnasium. There is none. Shannon Metty has looked at some grant opportunities, and she plans to provide a grant rundown to the board. She has been approached by someone suggesting saving some of the bricks as a memorial/fundraiser.
  - Shannon Metty will not be attending the conference in June due to expensive hotel costs.
- b. Commissioner Gramling
  - Proposes the implementation of an evaluation of the County Manager being held in an open forum. It is an opportunity for the County Manager to receive feedback. She would like it to be conducted at the end of our fiscal year.
  - Evan Rosenthal mentions an issue from a procedural standpoint, noting the Florida Sunshine Law. Each board member must complete their written evaluations and submit them and host discussions in an open public meeting.
  - Commissioner Hall approves of the idea.
  - Commissioner Surles asks for clarification regarding evaluations. It will only be for the County Manager.

# **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

## **Regular Session**

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**9 AM**

- Shannon Metty encourages the feedback, emphasizing that it is necessary for improvement.
- Counsel directs the board to vote to put this item on the next meeting agenda, and then they will tailor the form and return with a proposed form for adoption at the following meeting.
- Chairman highlights that this is standard practice with taxpayer money. Board consensus is implied.

c. Commissioner White

- Asks for an update on the private road deal for Deer Run. Shannon Metty responds that she was not given a timeline.
- The Jefferson County Country Club is selling a property that is close to our rec park. They have 22 acres for sale—there is a sliver that is not included in the sale property; they would be interested in adjoining that part of the sale.
- Chairman verifies with counsel that the consortium funds can be used for land acquisition.
- Counsel adds that those funds must be approved, which is approximately a year long process.
- Commissioner Surles reminds the board that they are starting with Chief Burrus' lifesaving equipment with the restitution funds but perhaps they can also be used to help finance this.
- Shannon Metty states that one of the parcels belongs to a private citizen.

d. Commissioner Surles

- Requests an update on Old Lloyd, our version, the North side Deadman curve. The property owner that lives there has a right to protect their property. They have gotten an approved guardrail, which will be placed just off the shoulder of the road. It will not cost the county anything: it is coming at the expense of the property owner.
- The Chairman asks who will replace the guardrail when it inevitably gets smashed into.
- Requests consensus from the board to fix up a couple bad spots on Vista Road, which serves as emergency access for the sheriff's office in the jail.
- Chairman Hosford asks if he may send whatever excess there is to Shady Bridge. He has three signatures that he can get today to get it done.
- Counsel Evan Rosenthal asks if there is time for that contract to expire. There needs to be clear direction from the board if it would like to begin implementing these changes today. Alternatively, staff could bring this

# JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

## Regular Session

Thursday, June 5th, 2025

9 AM

topic back to the June 19<sup>th</sup> meeting. If it gets approved at that meeting, there will be 11 days to get the work done.

- Gus Rojas states that we can ask for an extension.
- Counsel Evan Rosenthal expresses that it is problematic to use the county road department for a private road.
- Chairman Hosford asks for board consensus to do both items with whatever funds are leftover. Board consensus is granted.

e. Chairman Hosford

- Asks for an update regarding Jefferson Water Community. They are supposed to meet with Shannon soon—their issue is that some of the old roads were built up nine feet over water valves, and no one from the county contacted them and told them what was going to happen to the roads when they were rebuilt.
- Chairman responds that the board may have to step in and help the situation if they do not have the money.
- He asks for an update on the T-Mobile RFQ/RFP. Shannon responds that there is a meeting set up for next week.
- He asks the board to be aware of a TDC item in which they are attempting to enter a contract with gas station TV and put some advertisements in for Monticello's local markets and events.
- Commissioner Surles expressed concern about encouraging increased visitation to the area, noting that it could lead to unwanted development pressures on local land. He also shared his opinion that the Tourist Development Council (TDC) has had a minimal impact on the county so far. In response, Chairman Hosford noted that the recently completed mural project has had a positive effect and brought visibility to the community.
- Chairman requests an update on guardrails. Shannon Metty responds that they were on the Consent Agenda, and they should be finished in October.

12. Adjourn

- a. **Commissioner Surles motions to adjourn, seconded by Commissioner Gramling and unanimously passed by the board.**

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19<sup>th</sup>, 2025

Date Submitted: June 5<sup>th</sup>, 2025

To: Honorable Chairman and Members of the Board

From: Renee' Long, Mosq. Control

Subject: Mosquito Control Tentative IMM/DWP Submission

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### **Statement of Issue:**

This agenda item provides the Board with information pertaining the Jefferson County Mosquito Control Tentative IMM/DWP which must be submitted to the State of Florida for approval.

### **Background:**

During the annual budget process, mosquito programs throughout the state are required to submit their tentative plan for the upcoming budget year. This is completed annually and due to the State no later than July. Once processed through the State, a Certified Budget is then completed and submitted no later than September.

### **Analysis:**

During the County Budget Workshop that was conducted on April 17, 2025, the tentative budget for fiscal year 25/26 was discussed. The allocation from the County has not changed, however the State's projected allocation is tentatively less than what was discussed at that meeting. The initial State projected allocation was \$67,479.00, currently the State projection is \$55,963.64 which is \$11,515.36 less than originally discussed. The new tentative budget reflects the proposed changes.

### **Options:**

1. Approve as Recommended
2. Deny with Board Direction

### **Recommendation:**

Option #\_\_1\_\_

### **Attachments:**

1. IMM-Integrated Mosquito Management Plan
2. DWP-Detailed Work Plan

The workplan is broken down into three tabs -

Tab 1 - Receipts

Tab 2 - Expenditures

Tab 3 - Reserves

Each sheet has the standard accounting codes used for setting the annual budget and subsequent mont

**NOTE - THE SPREADSHEET IS PROTECTED**

DO NOT edit/change any cell that is colored "grey/gray"

DO NOT add/insert or edit/change ANY COLUMNS

**IF YOU NEED TO ADD/INSERT A ROW** -- it is EASIER to follow this procedure:

BEFORE you enter any data in the row, select the blank row.

Create the new row by right clicking and selecting "copy". Then, leaving the same row highli  
[Multiple rows can be created at this time (recommended)]

**13623\_Detailed Workplan Bud (1) Receipts**

Enter information for top part of form on this page. You only need to enter the last TWO di  
If only using only two tabs, be sure to indicate in the "Page \_\_\_\_ of \_\_\_\_" section correctly.

Accounts and Titles should be organized into RECEIPT groups such as:

Ad Valorem; State Grant, Equipment Rentals; Grants and Donations; Interest Ear  
Examples of Program "elements" can include:

Arbovirus Surveillance; Ground Adulticiding; Aerial Adulticiding; Ground Larvicidi

**13623\_Detailed Workplan Bud (2) Expenditures**

Enter information for top part of form including the "Page \_\_\_\_ of \_\_\_\_"section

Accounts and Titles should be organized into EXPENDITURE groups such as:

Personnel Services (list all employees); Personnel Services Benefits; Operating Ex  
Examples of Program "elements" can include:

Arbovirus Surveillance; Ground Adulticiding; Aerial Adulticiding; Ground Larvicidi

**13623\_Detailed Workplan Bud (3) Reserves**

Enter information for top part of form including the "Page \_\_\_\_ of \_\_\_\_"section

Accounts and Titles should be organized into RESERVE groups such as:

Reserves - Future Capital Outlay; Self-Insurance; Cash Balance to be Carried Forw



ghted, right click AGAIN and select using the "Insert Copied Cells" command

ing; Aerial Larviciding; Adult Mosquito Surveillance; Impoundment Management

cpenses; Travel & Expenses; Rentals & Leases; Repair and Maintenance, etc

ing; Aerial Larviciding; Adult Mosquito Surveillance; Impoundment Management



WILTON SIMPSON  
COMMISSIONER

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

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:  
Mosquito Control Program  
MosquitoControlReports@FDACS.gov  
3125 Conner Blvd, Suite E  
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25

PREPARED BY: Diana Bullock

ENDING SEPTEMBER 30, 20 26

DATE:

DATE: 6/4/2025

APPROVED BY:

FDACS Mosquito Control Program Representative

COUNTY or DISTRICT

Jefferson County

APPROVED BY:

Chairman of the Board, or Clerk of Circuit Court

DATE:

DATE:

PAGE 1 OF 3

TO BE PAID FROM

PROGRAM ELEMENTS

ACCOUNT	TITLE		RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE							
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)			\$ 35,000.00	\$ 35,000.00									
334.1	State Grant			\$ 55,963.64		\$ 55,963.64								
						\$ -								
362	Equipment Rentals													
337	Grants and Donations				\$ -									
361	Interest Earnings													
364	Equipment and/or Other Sales													
369	Misc./Refunds (prior yr expenditures)													
380	Other Sources													
389	Loans													
TOTAL RECEIPTS				\$ 90,963.64	\$ 35,000.00	\$ 55,963.64	\$ -							
BEGINNING FUND BALANCE					\$ -	\$ -								
TOTAL BUDGETARY RECEIPTS AND BALANCES				\$ 90,963.64	\$ 35,000.00	\$ 55,963.64	\$ -							



WILTON SIMPSON  
COMMISSIONER

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

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:  
Mosquito Control Program  
MosquitoControlReports@FDACS.gov  
3125 Conner Blvd, Suite E  
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: <input type="text"/>		FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 <input type="text"/> 25				PREPARED BY: Diana Bullock								
DATE: <input type="text"/>		ENDING SEPTEMBER 30, 20 <input type="text"/> 26				DATE: 6/4/2025								
APPROVED BY: <input type="text"/> FDACS Mosquito Control Program Representative		COUNTY or DISTRICT Jefferson County				APPROVED BY: <input type="text"/> Chairman of the Board, or Clerk of Circuit Court								
DATE: <input type="text"/>						DATE: <input type="text"/>								
PAGE	<u>2</u> OF <u>3</u>				TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
	EXPENDITURES													
10	Personal Services													
12	Director -Renee Long	475	21.89	\$10,400.00		\$10,400.00								
12	Adm Assist - Diana Bullock	475	21.89	\$10,400.00		\$10,400.00								
12	Spray Tech - Steven Register II (Bear)	450	18.75	\$8,437.50	\$8,437.50									
12	Spray Tech - Marvin Edwards	425	17.50	\$7,437.50	\$7,437.50									
12	Spray Tech & Trapper - Tammy Russell	275	16.35	\$4,496.25		\$4,496.25								
12	Fill In Spray Tech - Steven Register III (Curt)	275	15.00	\$4,125.00	\$4,125.00									
	Total Personal Services			\$45,296.25	\$ 20,000.00	\$25,296.25								
20	Personal Services Benefits													
21	FICA 7.65%			\$3,465.16	\$1,530.00	\$1,935.16								
22	Retirement Contribution 13.63%			\$6,173.88	\$2,726.00	\$3,447.88								
24	Workers Comp 10.00%			\$4,529.62	\$2,000.00	\$2,529.62								
	Total Personal Benefits			\$14,168.66	\$6,256.00	\$7,912.66								
30	Operating Expense			\$ 1,500.00		\$ 1,500.00								
40	Travel & Per Diem			\$ 1,000.00		\$ 1,000.00								
41	Communication Serv			\$ 500.00	\$ 500.00									
42	Freight Services													
43	Utility Service			\$ 4,151.00	\$ 4,151.00									
44	Rentals & Leases													
45	Insurance													
46	Repairs & Maintenance			\$ 3,000.00		\$ 3,000.00								
47	Printing and Binding													
48	Promotional Activities			\$ 1,000.00		\$ 1,000.00								

[illegible]



### DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

[illegible]



## INTEGRATED MOSQUITO MANAGEMENT PLAN

**Submit to:**  
Mosquito Control Program  
MosquitoControlReports@FDACS.gov  
3125 Conner Blvd, Suite E

<b>Fiscal year:</b>	<b>2025-2026</b>
<b>Program:</b>	<b>Jeff Co Mosquito Control</b>
<b>Completed by:</b>	<b>Diana Bullock</b>

[illegible]

|

<b>Program Name</b>	<b>Jeff Co Mosquito Control</b>
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<b>Fiscal Year</b>	<b>2025-2026</b>
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**II(b). Chemical Inventory: Larvicides**

<b>Product Name</b>	<b>EPA Reg Number</b>	<b>Active Ingredient(s) (one per line)</b>	<b>% of A.I.</b>	<b>Reporting as Diluted/ Undiluted</b>	<b>Application Rate</b>	<b>Application (Ground, Aerial, Both)</b>	<b>Projected Purchase Gal/lbs (if none, leave blank)</b>
Altosid XR Briquets (220 Ct) 17.7#s	2724-421-64833	(S)-Methoprene	2.1	undiluted		ground	
CAS # 65733-16-6		Other	97.9				
EPA Reg # 2724-421							
EPA Est # 2724-TX-1							
Vectox WSP Bio Larvicide granulers	73049-20	Bacillus Sphaericus	7.5	undiluted		ground	
CAS#		2362, Serotype H5a5b					
EPA# 73049-20		strain ABTS 1743					
EPA Est# 33762-IA-001		Fermentation solids					
		Spors & insecticidal					
		Toxins					
		Other	92.5				
Amguard Summitt Bti Briquets	6218-47	Bacillus Thuringiensis	10.31	undiluted		ground	
EPA# 6218-47		subspecies israelensis solid, spores & insecticidal toxins					
EPA Est# 6218-MD-2		other	89.69				
CAS#							
Lot# 31522							
Item# 111-5 (20 pkg)							
Amguard Summitt Bti Briquets	6218-47	Bacillus Thuringiensis	10.31	undiluted		ground	
EPA# 6218-47		subspecies israelensis solid, spores & insecticidal toxins					
EPA Est# 6218-MD-2		other	89.69				
CAS#							
Lot# 31522							
Item# 110-12 (12 pkg)							



Program Name	Jeff Co Mosquito Control	Fiscal Year	2025-2026
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II(c). Efficacy/Resistance Testing				
Starting Life Stage	Type/Location (i.e. CDC Bottle Bioassay/In house)	Frequency	Mosquito spp. tested	A.I. tested

III. Biological Control and Source Reduction				
Biological Control	Type (Fish spp., SIT)	Number of Release Sites	Total Number of Releases	Average Number per Release
Source Reduction Efforts	Project Name/Type	Description of Work		

IV. Identification and Surveillance	
Number of citizen service requests (Estimated average number)	
Identification	
1. Number of employees capable of mosquito identification	
2. Number of employees conducting mosquito identification	
3. If none, what mechanisms do you use to identify mosquitoes? (i.e. UF IFAS, Contracted, other)	FDACS

Routine/Baseline Surveillance	Method (Trap type, landing rate etc.)	Number of locations	Frequency (i.e. weekly/ Mar-Oct)	Purpose (i.e. Baseline, Action Threshold)
	CDC Light Trap w/ CO2	5	Monthly, October - December 2024	baseline
	CDC Light Trap w/ CO2	6	Monthly, June - October 2025	baseline
Arboviral/Special Event (SE) Surveillance	Method (i.e. Trap type)	Type of cases responded to in past year (i.e. Arboviral or SE)	Past year total	Notes (if applicable)
Sentinel Chicken	Number of sites	Number of chickens at each site	Testing site (In house, FDOH or both)	Trap type utilized at sites

V. Outreach/Education				
Public Relations/ Educational Programs	Event Type(s)/Program(s)	Frequency	Stakeholders	Primary Topic
	Facebook and County Website	Weekly/semi-weekly	0	Awareness Information







## Instruction Page

### Pages 1 & 2 (complete each section as directed)

#### (I.) General Information

Completely fill out the general information section and be sure to provide the full name of the person completing and potentially updating this form. This information will automatically populate on the other pages.

#### II(a). Chemical Inventory: Adulticides

This section should include all adulticides which are either in inventory or will be purchased in the upcoming year. Please list the full product name on one line. If there are multiple active ingredients, list each on their own line with their percentages. If no more product will be purchased in the upcoming year, leave column H blank.

#### II(b). Chemical Inventory: Larvicides

Repeat the same process as the adulticides.

### Page 3 (complete what is pertinent to your program)

#### II(c). Efficacy/Resistance Testing

Enter all resistance testing done for the program's jurisdiction whether in-house or sent to a separate entity. Starting stage will be the stage of mosquito that was collected originally (i.e. eggs with egg papers). If multiple mosquito species were tested, please list them on the same line. You may abbreviate if necessary. If you do not conduct this type of testing, leave blank.

#### III. Biological Control and Source Reduction

The biological control section should include any releases of mosquito-feeding fish, irradiated mosquitoes, or genetically-modified mosquitoes. Source Reduction will include any projects to reduce or remove mosquito breeding habitats such as debris removal or ditch digging. Leave blank if you do not conduct this type of control work.

#### IV. Identification and Surveillance

Citizen service requests include citizen complaints followed by a an inspection. If identification is conducted by a separate entity (i.e. FDACS), please note so on Line 29. Only surveillance conducted by the program must be reported. Fill in the surveillance sections based on the activity of the previous year.

#### V. Outreach/Education

List all outreach participated in during the previous year. This can include events presented at and/or attended. Events can include kiosk events, school presentations, etc. In addition, stakeholders can include the general public, students, personnel from other mosquito control programs, other government entities

### Page 4 (specific to equipment purchased using state funds)

#### VI. Inventory of Equipment Purchased by State Funds

If you answered "yes" to the first question, please fill out the following table for all equipment purchased using state funds, even if only partially covered.

#### VI(b). Inventory of Equipment: Local Funds

Please fill out the following table for all equipment, vehicles, devices, etc. purchased with only local funds.



# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19, 2025

Date Submitted: June 12, 2025

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager  
Kirsten Mood, Deputy County Attorney

Subject: Request Board Rescind June 5 Impact Fee Agreement and Approve Revised Impact Fee Agreement

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**Statement of Issue:** This agenda item requests that the Board rescind its June 5 approval of a Consultant Agreement with David Taussig & Associates, Inc. (“DTA”) for performance of an Impact Fee Study and approval of a Revised Impact Fee Agreement taking into account payments already made under the Agreement entered March 21, 2024 (the “Original Agreement”).

**Background:** The County, through RFP No. 2024-02, solicited proposals for professional services in connection with the development of an Impact Fees Study (the “Study”) that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation. The RFP was advertised in compliance with relevant law beginning on January 10, 2024. Proposals were received on February 14, 2024. The Selection Committee met on March 12, 2024, to evaluate the proposals. DTA is the highest ranked proposer selected for award as demonstrated in the Bid Tabulation.

On March 21, 2024, the County entered into the Original Agreement with DTA. The County terminated the Original Agreement at its December 19, 2024 meeting because of delays in gathering the necessary data and initiating the study and state law requirements related to the timing of impact fee implementation.

At its meeting held June 5, 2025, Staff presented the Board with a new Impact Fee Agreement with DTA that did not account for payments previously made to DTA under the Original Agreement. The Revised Impact Fee Agreement presented for approval provides for an amount not to exceed \$38,272.50 for the work, which accounts for \$15,002.50 in payments previously made to DTA under the Original Agreement.

**Analysis:** By rescinding its prior approval of the Agreement presented on June 5 and approving the Revised Impact Fee Agreement, the County can continue its impact fee study as contemplated in the Original Agreement and account for prior payments.

**Options:**

1. Rescind June 5 Impact Fee Agreement Approval and Approve Revised Impact Fee Agreement.
2. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

Revised Impact Fee Agreement



## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** entered into as of the date signed by the last party below (the “Effective Date”), between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and David Taussig & Associates, Inc., doing business as DTA, a Florida profit corporation, whose principal address is 18201 Von Karman Avenue, Suite 220, Irvine, CA 92612, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is 33-0171945.

**WHEREAS**, COUNTY requires certain professional services in connection with the development of an Impact Fees Study (the “Study”) that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation; and

**WHEREAS**, COUNTY issued Request for Proposals (RFP) No. 2024-02 seeking interested firms for the development of the Study, which is incorporated herein by reference; and

**WHEREAS**, CONSULTANT was selected pursuant to its response to RFP No. 2024-02, which response is attached as Exhibit “A” hereto and incorporated herein, and represents it is capable and prepared to provide such Services; and

**WHEREAS**, COUNSULTANT and COUNTY previously entered into an agreement for these services on March 21, 2024 (the “Original Agreement”) under which a portion of the work was completed, and which required termination in light of project time constraints; and

**WHEREAS**, COUNSULTANT and COUNTY now intend to enter this Agreement to complete the Study.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereto agree as follows:

### **1.0    Term.**

1.1    This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2    The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and unless otherwise amended in writing, the performance period for completion of the initial Study effort shall not exceed one hundred twenty (120) calendar days. The performance period for any subsequent update to the initial Study shall not exceed sixty (60) calendar days.

1.3    Upon agreement of both Parties, this term may be extended for three (3) additional one-year periods under the same terms and conditions outlined herein.

## 2.0 Scope of Services to Be Performed by Consultant.

2.1 CONSULTANT shall work with County staff and the county attorney to collect data and develop additional data required to fully support a comprehensive Impact Fee study, which recommends an economically and legally supportable set of impact fees to offset the growth related to Fire, EMS, Law Enforcement, Transportation, and Parks and Recreation facilities. The Consultant will determine the County's Impact Fees based on the proposed facility requirements, costs, and growth-related needs. Additionally, the Consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate County-wide growth. Impact Fees will be calculated to provide for facilities, capital equipment, and infrastructure needed to support growth based on forecasts of new development. The proposed new impact fee analysis shall be compared to both surrounding and comparable counties to ensure reasonableness, consistency, and feasibility.

2.2 The following tasks will be required during this project:

2.2.1. Kick-off meeting: Consultant and County staff to review objectives of study, agree to methodology, exchange information, timing, and schedule for all tasks, and to determine information to be provided by County staff, to support a comprehensive Impact Fee study.

2.2.2. Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Consultant will prepare and forward to the County Project Manager (to be designated by the County) a data needs memo. The County Project Manager shall assemble as much of the requested data as possible prior to the kick-off meeting. The Consultant will meet with key members of the County staff to receive the data, identify, and discuss major technical and policy issues, and refine the project schedule. County staff will provide the databases for the impact fees in electronic format for the Consultant to use in the development of the updated apportionment methodology. If the County and the Consultant agree that additional data not currently available on the databases is required to develop alternative methodologies, County staff will be responsible for providing the additional data to the Consultant. The County will be an active participant and provide the necessary budget information and data required to develop the assessment methodology. The County will also be responsible for conducting fieldwork for missing ad valorem tax roll information. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The Impact Fee analysis shall consider existing fees, if any, recommended fees and be compared to both (a) surrounding and (b) comparable counties to ensure reasonableness, consistency, and feasibility.

2.2.3. Impact Fee Methodologies: Develop appropriate impact fee methodology and fee schedules necessary for the County to establish and defend its proposed impact fees. The procedure will need to meet the rational nexus test, which is the underpinning of fairness in allocating impact fees. The methodologies, which must be easy to understand and to implement and must provide impact fees for a wide range of development types, including, but not limited to mixed-use, commercial, multi-family, and residential. Consultant should identify any legal consideration for the recommended impact fee schedule including the minimum requirements for a legally defensible impact fee system pursuant to County, State, and Federal regulations.

2.2.4. Growth Analysis: The Consultant will analyze current and anticipated growth forecasts and the Capital Improvement Plans for the County. The Consultant must provide a determination on if the current and anticipated future growth of the county is proportionately funding the additional infrastructure needed to accommodate it, with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination. (The Consultant must include this task in the proposal, but the County may choose to exclude it from the award. The Consultant cost for service for this task should be included in the proposal separately.)

2.2.5. Study: The consultant shall prepare a single compiled report for all Impact Fees that documents the fee study results, including a description of the background information, overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables. The Consultant will develop final study after review by County Staff.

2.2.6. Review: The consultant will prepare and submit to County staff a minimum of three (3) drafts and status reports (30%, 60% and 90% completion) of the impact fee study.

2.2.7. Public Meetings: The consultant shall attend and present the study at up to two (2) County Commission meetings.

2.2.8. Additional Tasks: If the consultant believes additional tasks are warranted, they must be clearly identified in the consultant's proposal.

2.2.9. The County reserves the right to modify the scope of services before the contract is awarded. If requested, the Consultant shall assist the County in defending the Impact Fee methodology, if legally challenged; consultant will provide an hourly rate for any litigation assistance services. The consultant shall work under a lump sum professional fee arrangement based on a schedule of payments included in the contract resulting from this solicitation. Consultants must provide a lump sum fee broken out by task and shall submit their proposed payment schedule with their initial proposal response. Consultants shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

2.3 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.4 The CONSULTANT shall be authorized to proceed upon the Effective Date of this Agreement.

2.5 When the CONSULTANT and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Project Fee schedule and the terms of Section 3.1.8 below such that compensation under this Agreement is not to exceed \$38,272.50:

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PROJECT FEE SCHEDULE FOLLOWS**

**COST PROPOSAL**

Fees for services shall be charged on an hourly basis according to the rates set forth in the **fee schedule** below, with invoices being submitted to the County monthly. The estimated fee for services is not to exceed **\$53,275** for the Fee Study, including out-of-pocket expenses. Further work at that point would require additional fees. **Notably, the figures listed in Table 1 for each task are just estimates and the charges assigned to any one task may be transferred to another task, as long as the overall invoices submitted by DTA do not exceed \$53,275.**

**Table 1: Proposed Budget**

No.	Task Description	Charge
1	Development of Project Strategy and Kickoff Meeting	\$2,955
2	Develop Population and Demographic Projections	\$4,560
3	Review Facility/Capital Needs and Levels of Service	\$4,560
4	Growth Analysis	\$2,990
5	Develop Methodology for Calculating New Fee Amounts	\$7,630
6	Determine Fee Levels	\$6,190
7	Prepare Draft and Final Impact Fee Methodology Reports	\$6,340
8	Outline Tasks Required for the Implementation and Administration of the Fee Program, Including the Preparation of a Draft Ordinance	\$5,620
9	Attend Four (4) Additional In-Person Meetings and Virtual Meetings, Plus Regular Virtual Meetings for Bi-Weekly Updates	\$10,680
<b>Subtotal</b>		<b>\$51,525</b>
Out-of-Pocket Expenses		\$1,750
<b>Total</b>		<b>\$53,275</b>

For your reference, DTA's hourly rate schedule is provided in the table below.

**Table 2: DTA's Fee Schedule**

Labor Category	Labor Rate
President/Managing Director	\$290/Hour
Senior Vice President	\$275/Hour
Vice President	\$240/Hour
Manager	\$190/Hour
Senior Associate	\$180/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Additional meetings [more than the five (5) in-person meetings specified in the Scope of Services] shall be billed on a time and materials basis. **DTA staff shall also schedule standing conference calls (i.e., weekly or bi-weekly) with County staff to stay on track with tasks and deliverables.**

Out-of-pocket and administrative expenses are included in the maximum budget and shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed \$1,750. All hourly rates for services apply through June 30, 2025, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the County an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the County within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

#### **A Information to be Provided by the County**

DTA requests that the following information be provided by the County at no charge and in a timely manner such that the project does not extend beyond 6 months from the date of authorization to proceed:

- Identification of offsetting revenue sources to fully understand financing options;
- The County's General Plan, any Specific/Master Plans, Development Agreements, and data regarding existing entitlements;
- To the extent available, detailed description of the proposed public facilities, including the facility name and number of square feet, acres, etc. (as applicable for each type of facility);
- Inventory of completed facilities within the County, including type, size, and location of facility;
- Cost estimates for proposed facilities (DTA anticipates that the County's cost data and estimates will be reviewed by DTA staff and discussed with County staff);
- Existing County Fee Ordinances and/or Resolutions, as applicable, and administrative decisions related to permitting, building, and the development community; and
- Identification of any committed revenue sources pledged to fund proposed facilities.

#### **B Disclaimer**

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the Client's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.

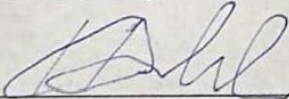
### C Limitations

The labor costs in the table above include attendance at a total of five (5) in-person meetings with County staff, stakeholders, and the County Commission. Attendance at more than five (5) in-person meetings, detailed written responses to resolve disputes, or the preparation of more than one set of major revisions to the Draft Report will be classified as additional work and may require further billing at the hourly rates identified in Table 2 if the maximum fee levels have been exceeded.

Other examples of additional work shall include:

- Additional analyses based on revised assumptions requested by the County, including possible changes in the facilities needs list, infrastructure costs, population projections, and related data once the preparation of the Draft Report has been initiated, in addition to adjustments to assumptions once the Draft Report has been approved;
- Negotiations with stakeholders once the Final Report has been prepared;
- Time expended related to obtaining data assigned to the County under "Information to be Provided by the County," to be provided upon a Notice of Authorization to Proceed;
- Actual implementation of the fee program; and
- Reproduction of more than five bound copies of the Final Report.

The maximum fees listed above assume the review and implementation of the fee program with a schedule between the initiation of services and public outreach that is within the proposed time frame according to the County's specifications.



Kuda Wekwete, Managing Director

2/12/2024

Date



3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONSULTANT's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

County Manager or Designee  
Jefferson County  
445 W. Palmer Mill Road  
Monticello, FL 32344  
Phone: (850) 342-0223  
Fax: N/A  
smetty@jeffersoncountyfl.gov  
rlong@jeffersoncountyfl.gov

3.1.4 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.1.8 COUNTY and CONSULTANT agree that CONSULTANT has been previously compensated for all of Task No. 1, Kickoff Meeting in the amount of \$2,970.00, Task No. 2, Develop Population and Demographic Projections in the amount of \$4,527.50; all of Task No. 3, Review Facility/Capital Needs and Levels of Service in the amount of \$4,560.00; and Task No. 5, Develop Methodology for Calculating New Fee Amounts, in the amount of \$2,945.00, for a total of \$15,002.50 of the Total \$53,275 contract amount under the Original Agreement. COUNTY and CONSULTANT agree that compensation under this Agreement is not to exceed \$38,272.50.



### 3.2 Reimbursables.

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

- Overnight Deliveries
- Reproduction
- Sub-consultant
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Jefferson County)

3.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Jefferson County to the Jefferson County line).

3.2.4 All Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the COUNTY upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

### 4.0 Insurance

4.1 General Insurance Requirements. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the County a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance

policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the County's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the County, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

4.2. Commercial General Liability. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

4.2.1. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

4.2.2. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The County, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.

4.3 Business Automobile Liability. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

4.4. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the County must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the County and the County's officers, employees, and volunteers for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### 4.5 Insurance Certificate Requirements

4.5.1. The CONSULTANT shall provide the County with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.

4.5.2. The CONSULTANT shall provide to the County a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

4.5.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

4.5.4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.

4.5.5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the Effective Date of the initial contract or prior.

4.5.6. The County shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

4.5.7. The County shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.

4.5.8. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

4.5.9. The Certificate Holder should read as follows: Jefferson County Board of County Commissioners

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as respects to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the County confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The County reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the CONSULTANT's insurance company or companies and the County's Risk Management office, as soon as practical.

#### 5.0 Standard of Care.

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

#### 6.0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.1.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement resulting from the scope of

CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-CONSULTANTS, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

#### 7.0 Independent Contractor.

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

#### 10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.

10.2 If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the COUNTY. Failure of a subconsultant to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

#### 14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.



22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.

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

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANTS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT. Notwithstanding the foregoing, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by CONSULTANT are Instruments of Service of CONSULTANT and shall remain the property of CONSULTANT. CONSULTANT shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto."

25.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT COUNTY MANAGER'S OFFICE, C/O Shannon Metty, 445 W. Palmer Mill Road, Monticello, FL 32344; 850-342-0223; smetty@jeffersoncountyfl.gov.**

## 26.0 Access and Audits.

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Jefferson County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to COUNTY: COUNTY MANAGER'S OFFICE  
C/O Shannon Metty  
445 W. Palmer Mill Road  
Monticello, FL 32344  
P: 850-342-0223  
smetty@jeffersoncountyfl.gov

As to CONSULTANT: DTA  
C/O David Taussig, Chairman/Managing Director  
18201 Von Karman Avenue, Suite 220  
Irvine, CA 92612  
P: (800) 969-4382  
F: (949) 480-0034  
David@FinanceDTA.com

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 Service of Process.

As to County: County Manager  
Jefferson County Florida  
445 W. Palmer Mill Road  
Monticello, Florida 32344

(850) 342-0223  
smetty@jeffersoncountyfl.gov

With copy to: Heather J. Encinosa, Esq., County Attorney  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Dr. Suite 200  
(850) 224-4070  
hencinosa@ngnlaw.com

As to CONSULTANT: DTA  
C/O David Taussig, Chairman/Managing Director  
18201 Von Karman Avenue, Suite 220  
Irvine, CA 92612  
P: (800) 969-4382  
F: (949) 480-0034  
David@FinanceDTA.com

With copy to: Kelly Wright, CEO  
Registered Agent  
2202 N. West Shore Blvd., Suite 200  
Tampa, FL 33607  
P: (800) 969-4382

#### 29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the Jefferson County Manager, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

#### 30.0 Key Personnel

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any subconsultant or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

David Taussig, Chairman/Managing Director  
Kuda Wekwete, Managing Director  
Richard Ruiz, Manager  
Steve Runk, P.E., Vice President of Engineering Services  
Hector Perez, Senior Manager

31.0. Appropriations. CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages. The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of \$100 per day.

33.0 Grant Conditions. If applicable, CONSULTANT shall comply with all applicable terms and conditions of any state or federal grants that is providing funding for the Services being performed by CONSULTANT.

34.0 Scrutinized Companies. CONSULTANT certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, CONSULTANT understands that this reference allows for termination of this Agreement, at the option of the County, if CONSULTANT is found to have submitted a false certification.

35.0 E-Verify. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., CONSULTANT, and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all new employees. CONSULTANT shall require each of its subconsultants to provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. The County, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the subconsultant. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the County for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that

CONSULTANT is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last signed below.

**CONSULTANT**

ATTEST:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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

**JEFFERSON COUNTY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Austin Hosford, Chairman  
Board of County Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Cecil Hightower, Clerk of the Circuit Court  
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Evan Rosenthal  
Deputy County Attorney

PROPOSAL

# IMPACT FEES STUDY



February 14, 2024

RFP 2024-02



JEFFERSON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

## SUBMITTED BY:

Kuda Wekwete  
Managing Director

2202 N. West Shore Blvd., Suite 200  
Tampa, FL 33607  
(800) 969-4382  
[Kuda@FinanceDTA.com](mailto:Kuda@FinanceDTA.com)



## Exhibit “A”



2202 N. West Shore Blvd., Suite 200  
Tampa, FL 33607

### JEFFERSON COUNTY



**RFP 2024-02**

### **IMPACT FEES STUDY**

**PROPOSAL SUBMISSION DEADLINE:**

**FEBRUARY 14, 2024, AT 3:00 P.M.**

**Prepared for:**

**Jefferson County Board of County Commissioners**

County Manager's Office

445 W Palmer Mill Road

Monticello, FL 32344

Attention: Gus Rojas, County Budget Officer

## Exhibit “A”



2202 N. West Shore Blvd., Suite 200  
Tampa, FL 33607

February 12, 2024

Mr. Gus Rojas  
County Budget Officer  
Jefferson County Board of County Commissioners  
County Manager's Office  
445 W Palmer Mill Road  
Monticello, FL 32344  
E-mail: [GRojas@JeffersonCountyFL.gov](mailto:GRojas@JeffersonCountyFL.gov)

### RE: Request for Proposals (“RFP”) 2024-02 for an Impact Fees Study

Dear Mr. Rojas:

DTA is pleased to submit this proposal to Jefferson County (the “County”). It is our understanding the County is seeking a qualified consultant to develop an Impact Fees Study that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire, (2) Emergency Medical Services (“EMS”), (3) Law Enforcement, (4) Transportation, and (5) Parks and Recreation. All work to be completed will satisfy the requirements of Florida Statutes 163.31801 (the “Florida Impact Fees Act”). The Florida Impact Fees Act-compliant Development Impact Fee (“DIF”) Nexus Study (“Fee Study”) would recommend the appropriate fee justification methodology and fee levels to support specific types of County-selected capital facilities needed to serve new growth.

DTA recently completed a DIF study for the City of Riviera Beach, Florida (Palm Beach County), and applied the knowledge and practice of the recent impact fee legislation signed by the Governor's Office [House Bill (“HB”) 337]. This DIF assignment also included law enforcement and fire rescue impact fees. In addition, DTA was recently engaged by Hillsborough County to review and recommend impact fee options for the Countywide library services system. Most recently, DTA was hired by the City of Delray Beach, Florida (Palm Beach County), to develop, review, and implement a DIF study, which shall provide the basis and rational support for the DIF schedule. The City currently charges DIFs on parks, libraries, public buildings, and schools. **In addition, DTA is a member of the Florida Sheriff's Association and is committed to backing the State's Sheriffs and letting them know we're on their side.**



As described in greater detail in the attached proposal, DTA is a public finance consulting firm with offices in Irvine, San Jose, San Francisco, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 22 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total bond authorizations exceeding \$75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as Special Assessment Areas (“SAAs”), Public Improvement Districts (“PIDs”), Assessment Districts (“ADs”), Community Facilities Districts (“CFDs”), Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts (“LLDs”), Integrated Financing Districts, and various types of fee programs. **Notably, DTA is licensed and registered with the U.S. Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”) as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation.**

## Exhibit "A"



2202 N. West Shore Blvd., Suite 200  
Tampa, FL 33607

Each of DTA's DIF studies includes a cost-benefit analysis and the determination of nexus between the facilities financed and financing mechanism. DTA has prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire protection districts, fire and police stations, **parks, libraries, schools, and other types of infrastructure**. DTA is also currently involved in impact fee engagements in Arizona, Arkansas, New Mexico, North Carolina, South Carolina, and Florida.

DTA has assembled a project team for the County with the breadth of experience required to provide impact fee consulting services in a professional and timely manner. **This project would be primarily handled out of DTA's Tampa office located at 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607.** David Taussig, Chairman/Managing Director, would be the Principal-in-Charge and have the County's primary account responsibility. I, Kuda Wekwete, a Managing Director at DTA, and Richard Ruiz, a Manager at DTA, will serve jointly as the Project Managers and be assisted by Steve Runk, P.E., Vice President of Engineering Services at DTA, and Hector Perez, a Senior Manager at DTA, in addition to other support staff. Brief resumes for each of our team members are included in Tab 4 of this proposal. All personnel will be available full-time (100%) for the duration of the project.

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. **DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.**

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

If you have questions regarding this proposal, please contact me by phone at (800) 969 4DTA x204 or by e-mail at [Kuda@FinanceDTA.com](mailto:Kuda@FinanceDTA.com). Thank you for the opportunity to work with the County on this engagement.

Best Regards,

Kuda Wekwete  
Managing Director  
Phone: (800) 969-4DTA x204  
[Kuda@FinanceDTA.com](mailto:Kuda@FinanceDTA.com)

Exhibit “A”

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## Exhibit "A"



### TAB 1 PROPOSAL TRANSMITTAL FORM

#### 1 PROPOSAL TRANSMITTAL FORM

The Board of County Commissioners, Jefferson County, reserves the right to accept or reject any and/or all proposals in the best interest of Jefferson County.

J.T. Surles  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

DTA  
(Firm Name)

  
(Authorized Representative)

Kelly Wright, Chief Executive Officer  
(Printed or Typed Name)


Address 2202 N. West Shore Blvd., Suite 200  
Tampa, FL 33607

Telephone (800) 969-4DTA

Fax (949) 480-0034

FEID # 33-0171945

#### ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE):

Addendum #1 Dated January 31, 2024	Initials 
Addendum #2 Dated	Initials
Addendum #3 Dated	Initials
Addendum #4 Dated	Initials
Addendum #5 Dated	Initials
Addendum #6 Dated	Initials

## Exhibit "A"

1/26/24, 5:47 PM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Florida Profit Corporation

DAVID TAUSSIG & ASSOCIATES, INC.

#### Filing Information

**Document Number** P21000028800  
**FEI/EIN Number** 33-0171945  
**Date Filed** 03/23/2021  
**Effective Date** 03/22/2021  
**State** FL  
**Status** ACTIVE

#### Principal Address

18201 VON KARMAN AVENUE  
SUITE 220  
IRVINE, CA 92612

Changed: 01/25/2024

#### Mailing Address

18201 VON KARMAN AVENUE  
SUITE 220  
IRVINE, CA 92612

Changed: 01/25/2024

#### Registered Agent Name & Address

WRIGHT, KELLY  
2202 N. WEST SHORE BLVD.  
SUITE 200  
TAMPA, FL 33607

Name Changed: 01/25/2024

#### Officer/Director Detail

##### **Name & Address**

Title PRES

TAUSSIG, DAVID  
18201 VON KARMAN AVENUE, SUITE 220  
IRVINE, CA 92612

<https://search.sunbiz.org/inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DAVIDTA...> 1/2

## Exhibit “A”

1/26/24, 5:47 PM

Detail by Entity Name

Title SEC

BURKE, CECILY  
18201 VON KARMAN AVE STE 220  
IRVINE, CA 92612

Title CEO

WRIGHT, KELLY  
18201 VON KARMAN AVENUE  
IRVINE, CA 92612

### Annual Reports

Report Year	Filed Date
2022	04/30/2022
2023	04/21/2023
2024	01/25/2024

### Document Images

<a href="#">01/25/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2021 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



## TAB 2 EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION

### 2 EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION

DTA is pleased to submit this proposal to Jefferson County (the "County"). It is our understanding the County is seeking a qualified consultant to develop an Impact Fees Study that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire, (2) EMS, (3) Law Enforcement, (4) Transportation, and (5) Parks and Recreation. All work to be completed will satisfy the requirements of Florida Statutes 163.31801 (the "Florida Impact Fees Act"). The Florida Impact Fees Act-compliant Fee Study would recommend the appropriate fee justification methodology and fee levels to support specific types of County-selected capital facilities needed to serve new growth.

#### A Firm Overview

DTA is a public finance and urban economics consulting firm specializing in infrastructure and public services finance. Our firm, which provides public finance consulting services to both public and private sector clients, has offices in Irvine, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Additional information on DTA is available on our website ([www.FinanceDTA.com](http://www.FinanceDTA.com)).

DTA, a corporation, was incorporated in the State of California on May 15, 1986, and has been providing public finance consulting services for over 38 years. The corporation has two officers, specifically David Taussig, Chairman/Managing Director, and Cecily Burke, Secretary, both of whom are authorized to bind the firm. DTA does not hold controlling or financial interests in any other organization and is not owned or controlled by another person or organization. DTA's management personnel consists of four principals identified as David Taussig, Chairman/Managing Director, Kelly Wright, Chief Executive Officer, Andrea Roess, Managing Director, and Kuda Wekwete, Managing Director.



DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. **DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.**

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

DTA has assembled a project team for the County with the breadth of experience required to provide impact fee consulting services in a professional and timely manner. **This project would be primarily handled out of the Tampa office.** David Taussig, Chairman/Managing Director, would be the Principal-in-Charge and have the County's primary account responsibility. He would be assisted by Kuda Wekwete, a Managing Director at DTA, Richard Ruiz, a Manager at DTA, Steve Runk, P.E.,





**TAB 2**  
**EXECUTIVE SUMMARY AND**  
**QUALIFICATION APPLICATION**

Vice President of Engineering Services at DTA, and Hector Perez, a Senior Manager at DTA, in addition to other support staff.

Since its formation in 1985, DTA has assisted over 3,000 public and private sector clients in meeting their infrastructure and public services goals. DTA's consulting services include the following:

- **Public infrastructure and public services financing strategies;**
- Public-private partnerships;
- Assessment engineering and special tax consulting;
- Annual administration of ADs, CFDs, SAAs, and PIDs;
- Fiscal and economic impact analyses;
- **DIF studies and user fee studies;**
- Water and wastewater rate studies; and
- Tax Increment Financing ("TIF") in Florida, New Mexico, Nevada, North Carolina, South Carolina, Texas, and other states.

DTA has also **planned and implemented Public Facilities Financing Plans ("PFFPs")** that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive financing plan covering multiple facilities and public services through a series of financing mechanisms. Our financial analyses provide public officials, landowners, and other interested parties with the level of information needed to make fully informed decisions regarding land use, infrastructure, and public services financing issues. DTA staff has extensive experience working with various stakeholder groups, including public agency legislative bodies, public agency municipal staff, residents, local chapters of the Building Industry Association ("BIA"), local Chambers of Commerce, and other interested parties.

DTA has provided public finance consulting services to virtually every major city and county in the State of California and completed consulting assignments for more than 3,000 clients in 22 states, including Florida, North Carolina, South Carolina, and the Southeast. DTA has also provided public finance consulting services for over 325 fire protection districts, school districts, and water districts.

Perhaps DTA's most outstanding qualification is the dedication and loyalty of our senior employees, many of whom have worked at DTA for 15 years or more and are available should any unique situations arise.

**B DIF-Specific Experience**

DTA has been performing public facilities fee consulting services for over 36 years, since 1987. We have extensive experience preparing DIF studies that have withstood legal scrutiny to the extent that none of our prior studies have been subject to any type of litigation. Notably, DTA has prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire protection districts, fire and police stations, parks, libraries, school facilities, and other types of infrastructure.



**TAB 2**  
**EXECUTIVE SUMMARY AND**  
**QUALIFICATION APPLICATION**

A partial list of the municipal clients whom we have completed impact fee studies for in California in recent years is provided below. **DTA is also currently involved in impact fee engagements in Arizona, Arkansas, New Mexico, North Carolina, South Carolina, and Florida, including the City of Delray Beach, City of Riviera Beach, and Hillsborough County.**

- City of Anaheim;
- City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Campbell;
- City of Cathedral City;
- City of Chino;
- City of Chino Hills;
- City of Desert Hot Springs;
- City of Escalon;
- City of Firebaugh;
- City of Fontana;
- City of Fowler;
- City of Glendale;
- City of Hesperia;
- City of Ione;
- City of Kingsburg;
- City of Lakeview;
- City of Live Oak;
- City of Los Banos;
- City of Napa;
- City of Palo Alto;
- City of Pasadena;
- City of Paso Robles;
- City of Perris;
- City of Red Bluff;
- City of Redlands;
- City of Reedley;
- City of San Francisco;
- City of San Luis Obispo;
- City of Santa Ana;
- City of Soledad;
- City of South San Francisco;
- City of Tustin;
- City of Victorville;
- County of Colusa;
- County of Fresno;
- County of Kings;
- County of Riverside;
- County of San Bernardino;
- County of San Francisco;
- County of San Luis Obispo;
- County of Santa Barbara;
- County of Santa Clara Fire Department;
- County of Shasta;
- County of South Santa Clara Fire District;
- County of Yuba;
- Town of Loomis;
- Town of Mammoth Lakes;
- Beaumont Cherry Valley Recreation and Parks District;
- Denair Community Services District;
- El Dorado Hills Community Services District;
- El Dorado County Fire District;
- El Dorado Hills Fire Department;
- Jurupa Area Recreation and Park District;
- San Geronio Memorial Hospital;
- San Geronio Pass Water Agency; and
- South Yuba Transportation Improvement Authority.

**C References**

DTA has provided public finance consulting services to virtually every major city and county in the State of California and prepared Impact and Finance Reports for municipalities in the States of Arizona, New Mexico, Texas, and Florida. **Notably, the firm has completed consulting assignments for more than 3,000 clients in 22 states, including Arizona, Arkansas, New Mexico, North Carolina, South Carolina, and Florida.**

Listed below are four (4) references for DTA’s recent work involving public finance consulting services for cities and counties nationwide. DTA has a long history of delivering projects on a timely basis and adhering to agreements. We encourage you to contact our references to learn firsthand how well DTA staff meets the needs of our clients.

## Exhibit “A”



### TAB 2 EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION

#### C.i Pickens County

**Table 1: Reference Information**

<b>Location</b>	Pickens County, SC	
<b>Client Contact</b>	Trad Julian	Allison Fowler
<b>Title</b>	Planning Supervisor	Director, Community & Tourism Development
<b>Address</b>	222 McDaniel Avenue, Suite B-10, Pickens, SC 29671	
<b>Phone Number</b>	(864) 898-5989	(864) 898-2485
<b>E-mail Address</b>	<a href="mailto:TradJ@Co.Pickens.SC.US">TradJ@Co.Pickens.SC.US</a>	<a href="mailto:AFowler@Co.Pickens.SC.US">AFowler@Co.Pickens.SC.US</a>
<b>Date of Service</b>	July 2023-Ongoing	

In 2023, DTA was hired as a consultant by Pickens County, South Carolina, to provide a comprehensive study for the assessment and development of a County DIF program. The County does not currently have a DIF program and wanted DTA to determine the feasibility of implementing one. The purpose of the study was to evaluate and recommend appropriate fee justification methodologies and new fees with a legally supportable analysis based on current and projected demographics. The fees reviewed and recommended in this study included County Administration, Fire, EMS, Emergency Management, Roads and Bridges, Solid Waste, Library, and Parks. A particular challenge in this fee study was that the County is in a region of the Country in which both the local government and developer communities are not very receptive to DIF programs. The final assessment included a potential DIF schedule that would be legally defensible and, therefore, in accordance with all South Carolina State Codes and Municipal Ordinances.

#### C.ii Tampa-Hillsborough County Public Library

**Table 2: Reference Information**

<b>Location</b>	Hillsborough County, FL
<b>Contact Name</b>	Andrew Breidenbaugh, Director of Library Services
<b>Address</b>	102 East 7th Avenue Tampa, Florida 33602
<b>Telephone Number</b>	(813) 273-3652
<b>E-mail Address</b>	<a href="mailto:LibraryBoard@HillsboroughCounty.org">LibraryBoard@HillsboroughCounty.org</a>
<b>Date of Service</b>	September 2021-Ongoing

DTA was recently hired as a consultant to work on the Tampa-Hillsborough Public Library (“Library”) revenue impact study and fiscal model. DTA has identified, analyzed, modeled, and presented the impacts associated with revenue sources and the possibility of a Library impact fee schedule pursuant to the Florida Impact Fees Act. In addition, DTA has reviewed Florida’s 2021 impact fee legislation, HB 337, to provide and recommend best outcomes and practices for the Tampa-Hillsborough County Public Library Services Department. To determine these updated costs, DTA conducted a review of Library comparable data, local and State demographics, budgets, Comprehensive Plans, Capital Improvements Plans, strategic goals, and any additional expansion of services to the Library services.

## Exhibit “A”



### TAB 2 EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION

#### C.iii City of Riviera Beach

**Table 3: Reference Information**

<b>Location</b>	City of Riviera Beach, FL
<b>Contact Name</b>	Randy Sherman, Director of Finance and Administrative Services
<b>Address</b>	600 W. Blue Heron Blvd., Riviera Beach, FL 33404
<b>E-mail Address</b>	<a href="mailto:RSherman@RivieraBeach.org">RSherman@RivieraBeach.org</a>
<b>Phone Number</b>	(561) 845-4045
<b>Date of Service</b>	April 2021-Ongoing

DTA recently updated the City of Riviera Beach impact fee schedule for parks, recreation, police, fire, library, and transportation services pursuant to the Florida Impact Fees Act. In addition, DTA reviewed Florida's 2021 impact fee legislation, HB 337, to provide and recommend best outcomes and practices for the City. To determine these updated costs, DTA conducted a detailed review of the City's budgets, Comprehensive Plans, Capital Improvements Plans, Facilities Master Plans, strategic goals, and any additional expansion of services to the community.

#### C.iv City of Palo Alto

**Table 4: Reference Information**

<b>Location</b>	City of Palo Alto, CA
<b>Contact Name</b>	Lindsay Wong, Management Analyst
<b>Address</b>	1305 Middlefield Road, Palo Alto, CA 94301
<b>E-mail Address</b>	<a href="mailto:Lindsay.Wong@CityofPaloAlto.org">Lindsay.Wong@CityofPaloAlto.org</a>
<b>Telephone Number</b>	(650) 463-4954
<b>Date of Service</b>	April 2020-Ongoing

DTA updated the City of Palo Alto's Public Safety and General Government DIFs in 2012 and is currently preparing a Park, Community Center, and Library DIF justification study for the City intended to update their existing AB 1600 Park, Community Center, and Library Impact Fees. The purpose of the study is to evaluate existing City AB 1600 fees and recommend appropriate fee justification methodologies and new fee levels with a legally supportable analysis based on current and projected demographics. DTA is providing professional and technical assistance to the City in preparing a comprehensive review of the City's AB 1600 Park Impact Fees. This includes recommending an update to the City's Municipal Code pertaining to both Quimby Fees and AB 1600 Park Impact Fees, compiling parkland valuations, evaluating City-selected park, community center, and library capital facilities, and comparing the City's fee levels to that of neighboring communities in the San Francisco Bay Area. DTA is also assisting in presenting the fee study to the Finance Committee, Parks and Recreation Commission, and City Council and ultimately bringing fee update recommendations before the City Council.

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 2 QUALIFICATION APPLICATION AND QUESTIONNAIRE

All qualification packages must be submitted with the proposal to be considered for qualification. No exceptions.

PURPOSE: To provide Jefferson County with reasonable assurance that the prospective proposer has the financial assets, resources, work force, and work experience to successfully complete the agreement with the County.

FIRM NAME: DTA  
BUSINESS ADDRESS: 2202 N. West Shore Blvd., Suite 200  
CITY – STATE – ZIP Tampa, FL 33607  
PHONE NUMBER: (800) 969-4DTA  
EMAIL: ClientServices@FinanceDTA.com

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?

Account No. 67123 (Hillsborough County)

2. How many years has your organization been in business?

39 Years

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this work and completion on schedule?

Please refer to the references listed below for a selection of our recent/ongoing relevant experience. We do not have any projects underway which might interfere with the start of this work and completion on schedule. Key personnel will be available to the extent proposed, or designated by the County, for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County. In addition, DTA is not behind schedule or past the completion date for any active projects and has a long history of delivering projects on a timely basis and adhering to agreements.

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

a. Name of Project: Pickens County DIF Study  
Owner/Engineer: Trad Julian, Planning Supervisor Telephone No.: (864) 898-5989  
Address: 222 McDaniel Avenue, Suite B-10, Pickens, SC 29671  
Date Started: July 2023 Date Completed: Ongoing Contract Value: \$82,400  
Team Members: Hector Perez, Richard Ruiz  
Description of Project: Comprehensive Study for the Assessment and Development of a  
County DIF Program

b. Name of Project: Tampa-Hillsborough County Public Library Impact Fee Study  
Owner/Engineer: Andrew Breidenbaugh, Telephone No.: (813) 273-3652  
Director of Library Services  
Address: 102 East 7th Avenue Tampa, Florida 33602  
Date Started: Sept. 2021 Date Completed: Ongoing Contract Value: \$115,000  
Team Members: Hector Perez, Richard Ruiz  
Description of Project: Impact Fee Study

c. Name of Project: City of Riviera Beach DIF Study  
Owner/Engineer: Randy Sherman, Director of Finance and  
Administrative Services Telephone No.: (561) 845-4045  
Address: 600 W. Blue Heron Blvd., Riviera Beach, FL 33404  
Date Started: April 2021 Date Completed: Ongoing Contract Value: \$48,750  
Team Members: Hector Perez, Richard Ruiz  
Description of Project: Impact Fee Study for Parks, Recreation, Police, Fire,  
Library, and Transportation Facilities

5. List any additional references you would like to include outside of projects similar in scope to this one:

Name of Project: City of Palo Alto Impact Fee Studies  
Owner/Engineer: Lindsay Wong, Management  
Analyst Telephone No.: (650) 463-4954

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

Address: 1305 Middlefield Road, Palo Alto, CA 94301

Name of Project: Town of Queek Creek Impact Fee Study

Owner/Engineer: Scott McCarty, Finance Director Telephone No.: (480) 358-3170

Address: 22358 S. Ellsworth Road, Queen Creek, AZ 85142

Name of Project: \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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

6. List the projects completed within Jefferson County in the past (3) years.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you ever failed to complete work awarded to you? If so, where and why?

DTA has never failed to complete work awarded to us.  
\_\_\_\_\_  
\_\_\_\_\_

8. List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

There are no past project conflicts, litigations, arbitrations, mediations, informal settlement, discussions, or disputes involving the firm for the past (3) years, nor in the firm's history.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit “A”

### RFP 2024-02 Impact Fees Study

9. State the true and exact, correct, and complete name under which you do business.  
BIDDER IS:

#### SOLE PROPRIETORSHIP

\_\_\_\_\_  
(Individuals Signature) (SEAL)

\_\_\_\_\_  
(Individuals Name)

Florida Business License No. and Expiration Date \_\_\_\_\_

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

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

#### A PARTNERSHIP

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

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name)

Florida Business License No. and Expiration Date \_\_\_\_\_

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

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



# Exhibit "A"

## RFP 2024-02 Impact Fees Study

### A CORPORATION

\_\_\_\_\_  
DTA (SEAL)  
(Corporation Name)

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

By \_\_\_\_\_ Kelly Wright (Name of person authorized to sign)

\_\_\_\_\_  
Chief Executive Officer  
(Title)

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

Florida Business License Number and Expiration Date \_\_\_\_\_ Account No. 67123 (Hillsborough County),  
(Corporate Seal) Expires on September 30, 2024

Attest \_\_\_\_\_ Cecily Burke  
(Secretary)

Business address: \_\_\_\_\_ 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

Phone No.: \_\_\_\_\_ (800) 969-4DTA

### 10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

\_\_\_\_\_  
David Taussig, Chairman/Managing Director, Cecily Burke, Secretary, Kelly Wright, Chief Executive Office,  
Andrea Roess, Managing Director, and Kuda Wekwete, Managing Director

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Person Submitting Application Date 2/7/24

Exhibit "A"

CONFIDENTIAL

RFP 2024-02 Impact Fees Study

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(Name) Kelly Wright as Chief Executive Officer of DTA on  
(Title) (Company)

behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_  
(DL or ID Number) D6643589  
as identification.

\_\_\_\_\_  
(Signature of Notary) Notary Public, State of \_\_\_\_\_

Name: \_\_\_\_\_  
(Legibly Printed)

\_\_\_\_\_  
(AFFIX OFFICIAL SEAL)

Commission No.: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Exhibit "A"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE )

On FEBRUARY 7, 2024 before me, EDNA GARRETT, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared KELLY WRIGHT,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## Exhibit “A”



### TAB 3 LETTERS OF REFERENCE

#### 3 LETTERS OF REFERENCE

Please refer to the subsequent pages for three reference letters/form(s) from similarly situated communities and/or local governments dated 2016 or later. These represent a sampling of our client references, and we encourage you to contact our references to learn firsthand how well DTA staff meets the needs of our clients. Each letter/form includes a brief description of the project and results, date of the project, and name of the contact person, e-mail address, and phone number.

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 3 REFERENCE FORM

Proposer Name: DTA

Proposers are required to submit with their Proposals three (3) letter of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The Board of County Commissioner/COUNTY reserves the right to contact all references during this RFQ and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	City of Anaheim
Address:	200 South Anaheim Blvd., Suite 276, Anaheim, CA 92805
Contact Name:	Debbie Moreno, Finance Manager
Alternate Contact Name:	Rudy Emami, Public Works Director
Phone:	(714) 765-5195
Email:	DMoreno@Anaheim.net
Description of Work:	Update of the City's DIF Program
Service Dates:	1990-Present

Company Name:	City of San Jose
Address:	200 East Santa Clara Street, San José, CA 95113
Contact Name:	Rebekah Ross, Planner IV
Alternate Contact Name:	N/A
Phone:	(408) 793-4186
Email:	Rebekah.Ross@SanJoseCA.gov
Description of Work:	Park Impact Ordinance and Parkland Dedication Ordinance Fees
Service Dates:	June 2021-Present

Company Name:	City of Fowler
Address:	128 South Fifth Street, Fowler, CA 93625
Contact Name:	David Peters, City Engineer
Alternate Contact Name:	N/A
Phone:	(559) 299-1544 x111
Email:	DavidPeters@Peters-Engineering.com
Description of Work:	Impact Fee Program Update
Service Dates:	February 2019-November 2020

Authorized Signature: 

Name: Kelly Wright

Title: Chief Executive Officer

## Exhibit "A"



### City of Anaheim FINANCE DEPARTMENT

October 31, 2022

To whom it may concern:

The City of Anaheim is pleased to recommend David Taussig & Associates (DTA) for Contra Costa County Fire Protection Districts RFQ for a Development Impact Fee (DIF) Study, CFD Formation Study and Management, and User Fee Study. The City of Anaheim has worked with DTA since 1990. DTA currently provides district administration services for two Anaheim CFDs and one landscape and lighting district. They previously administered three additional CFDs and guided us through the dissolution of those districts. DTA is responsive to city staff and our residents, they provide timely information and their work is of the utmost quality. They have proven to be a reliable partner with the expertise and widespread knowledge of our districts and their respective needs.

In addition to providing exemplary district administration services, DTA led a comprehensive DIF study for our City in 2017. They were organized and thorough, meeting project milestones and providing support for our user departments throughout the process. They produced a final report that was timely and accessible.

In summary, DTA is a valued partner and we recommend them without hesitation. If you have any questions please do not hesitate to call me.

Respectfully,

D'Anne Lee  
Budget Supervisor

200 S. Anaheim Boulevard  
Anaheim, California 92805  
P.O. Box 3222  
Anaheim, California 92805  
TEL (714) 765-5195  
FAX (714) 765-5260  
[www.anaheim.net](http://www.anaheim.net)



## Exhibit “A”

SAN JOSE  
**PARKS, RECREATION &  
NEIGHBORHOOD SERVICES**

November 1, 2022

To all interested parties,

I am pleased to offer a letter of recommendation to work with DTA Public Finance Consulting firm.

The City of San Jose’s Department of Parks, Recreation and Neighborhood Services hired DTA in 2019 to complete a legal nexus study (Fee Study) to inform the City about potential modernization of our park impact development fee program. Our collaboration with DTA continues to this day and based on our experience to-date, have expanded our contracted services due to the reliability and quality of their work.

DTA is providing outstanding customer service, high quality work products, responsive employees with good project management skills, and strong support for all work efforts and products. Their employees are trustworthy, honest, and always have a proactive, personable, solution oriented, and professional demeanor.

DTA has a firm understanding of current laws and has the additional needed technical expertise to produced solid findings and defensible reports. This foundation, combined with their vast experience and good customer service, is providing the foundation to complete a very complex body of work.

DTA has been integral in supporting work efforts that informs staff, our technical advisory committee, our community, and the City’s decision makers. They’ve provided City staff with the resources, information, and support needed to keep the project on a good trajectory and have actively participated in an intensive public engagement campaign.

I have complete faith recommending DTA knowing that they will deliver the same high quality work products and excellent customer service to others.

Feel free to contact me additionally if more information is desired.

Sincerely,

*Rebekah Ross*

Rebekah Ross

Supervising, Planner IV

rebekah.ross@sanjoseca.gov



Department of Parks, Recreation & Neighborhood Services | 200 E. Santa Clara Street, San José, CA 95113 | 408-535-3570 | [www.sanjoseca.gov/prns](http://www.sanjoseca.gov/prns)

Building Community Through **Fun**

# Exhibit "A"

## ATTACHMENT "B"

### Project Specific Reference Form

Company under Review: DTA RFQ Number & Title: RFQ No. 23-2, General Planning Services

Reference: City of Fowler  
(Name of Company giving Reference)

Name/Title: David Peters, President and Principal Engineer  
(Name and Title of person giving Reference)

Project: Impact Fee Program Update  
(Project for which references are being provided)

Telephone: (559) 299-1544 x111

Fax: \_\_\_\_\_

E-mail: DavidPeters@Peters-Engineering.com

Team Members for this project: \_\_\_\_\_  
Nathan Perez, Steve Runk, and Richard Ruiz

Project Dates: February 2019-November 2020

Firm's submitting proposals are responsible for providing completed Project Specific Reference forms with their proposal. Failure to provide the completed Reference Forms will result in proposal being deemed non-responsive. References must be for projects that are listed under Tab's # 4 & 6 of this Request for Qualifications. Minimum of three (3) references must be provided for specific/similar projects.

1. Describe the scope of work of the contract awarded by your company/agency to this contractor.

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	DTA was very responsive, met project milestones and delivered quality work.
3.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	DTA kept the project moving through the initial phases of the pandemic and was always available to city staff.
4.	Rate the firm's interactive capability with your staff.	5	DTA's staff did a great job educating and explaining project details with city staff.
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	4	Project performed was a fee study so this was not applicable to the City's project.
6.	Rate the overall quality of the work.	5	Work was a very high quality product that met the City's needs.
7.	Rate the comfort and confidence you had in the firm.	5	I was very confident in their knowledge and ability to complete the City's study.
8.	If you have a similar contract to undertake in the future, would the firm be considered? Yes <u>X</u> No _____		
Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent			



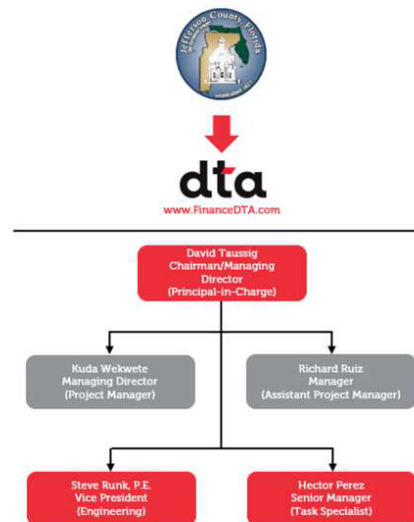


**TAB 4  
KEY STAFF**

**4 KEY STAFF**

DTA has assigned personnel to this project who bring experience and technical expertise to each unique element of study. Our team organization is illustrated below. Project roles of our key team members are described below and followed by professional resumes. All personnel will be available full-time (100%) for the duration of the project. **DTA does not anticipate employing subconsultants for any portion of this engagement.**

**Figure 1: Team Organization Chart**



DTA has assembled a project team for the County with the breadth of experience required to provide impact fee consulting services in a professional and timely manner. **This project would be primarily handled out of DTA's Tampa office.** David Taussig, Chairman/Managing Director, would be the Principal-in-Charge and have the County's primary account responsibility. He would be assisted by Kuda Wekwete, a Managing Director at DTA, Richard Ruiz, a Manager at DTA, Steve Runk, P.E., Vice President of Engineering Services at DTA, and Hector Perez, a Senior Manager at DTA, in addition to other support staff.

Kuda Wekwete, a Managing Director at DTA, will serve as the Project Manager for the DTA team and be the County's primary point of contact throughout this engagement. Mr. Wekwete will manage the work of DTA's project team, including leading data collection efforts, directing the development of our technical model, providing senior-level analysis, reviewing progress and work products with County staff and stakeholders, presenting study findings at project meetings, and finalizing study documentation. He would be assisted in these tasks by Richard Ruiz, Hector Perez, and other support staff.



Mr. Runk will provide engineering expertise, assist in the selection of facilities to be included on the facilities needs list, prepare and/or review facilities cost estimates, and contribute to the apportionment analysis of specific facilities to be included in the fee program.

Key personnel will be available to the extent proposed, or designated by the County, for the duration of the project and no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the County. In addition, DTA is not behind schedule or past the completion date for any active projects and has a long history of delivering projects on a timely basis and adhering to agreements.

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. DTA’s clients also receive high levels of personal attention from senior staff, with a Managing Director, Senior Vice President, or Vice President always available to meet with public agency staff and other groups.

#### A DTA Team Resumes

##### David Taussig

Chairman/Managing Director | [David@FinanceDTA.com](mailto:David@FinanceDTA.com)

Project Role – Principal-in-Charge



Mr. Taussig has over 45 years of experience in the fields of real estate finance and urban economics. His areas of expertise include municipal finance programs for infrastructure and public facilities development, fiscal and redevelopment impact analyses, and land development project feasibility studies **across many states and cities, including the States of Arizona, California, Florida, Tennessee, and South Carolina.**

Mr. Taussig has an extensive background in computerized financial analyses. Since founding DTA in 1985, Mr. Taussig has developed several state-of-the-art analytical methods and modeling approaches, in addition to directing the formation of over 1,000 public financing districts and subsequent sale of tax-exempt municipal bonds. These districts have funded public infrastructure and services for many types of residential and non-residential development and included several hundred master-planned communities built throughout California and in several other western states. Mr. Taussig’s work has involved both the preparation and implementation of financing plans and his public sector clients have included virtually every major urban county and city within California and hundreds of special districts. He has provided similar consulting services to many of the largest land development firms in the State of California. The financing programs implemented by Mr. Taussig have ranged from land-secured CFDs to redevelopment tax increment programs and lease revenue-based Certificates of Participation. He is also responsible for DTA’s successful efforts related to funding opportunities under various tax credit programs.

Mr. Taussig has over 45 years of experience in the fields of real estate finance, urban economics, and rural economics.

**Mr. Taussig has also overseen the preparation of numerous feasibility and impact studies involving computerized analyses of project cash flows and/or impacts on public agencies and landowners. He has assumed project management responsibilities for several dozen Assembly Bill (“AB”) 1600 DIF justification studies, including recent studies prepared on behalf of the Cities**



## TAB 4 KEY STAFF

of Blythe, Coachella, Colton, Desert Hot Springs, Fontana, Live Oak, Paso Robles, Perris, Red Bluff, San Luis Obispo, Torrance, and Tustin and the Counties of Colusa, Riverside, and Santa Barbara. He has also handled the preparation of over 100 fiscal impact studies utilized by public agencies to determine the impact of new development or annexations on a municipality.

Mr. Taussig was previously employed for 6 years by Mission Viejo Company (“MVC”) where, as the Manager of Housing and Community Development, he was involved in the planning and financing of two planned communities encompassing over 50,000 homes. Mr. Taussig handled a substantial portion of MVC’s mortgage and infrastructure financing during that period. He also worked for 5 years in the public sector as the Administrator of a Federal housing and community development program and as a Land Use Planner. Mr. Taussig’s educational background includes a master’s degree in city planning from the University of California at Berkeley and B.A. in economics from Cornell University. He received full certification from the American Institute of Certified Planners in 1982.

Mr. Taussig and the firm are a registered Municipal Advisor with the SEC/MSRB. He holds a Series 54 license as a Principal Municipal Advisor and Series 50 license as a Municipal Advisor under regulations promulgated by the SEC and MSRB. Even after 45 years of experience in the industry, to this day, he continues to seek innovative answers to the industry’s biggest questions and contributes to the development of public finance and development-related legislation. In addition, he is an active member of the Urban Land Institute’s (“ULI’s”) National Council for Public-Private Partnerships (“NCPPP”) and advocates and facilitates the formation of public-private partnerships at Federal, state, and local levels.

### Kuda Wekwete

Managing Director | [Kuda@FinanceDTA.com](mailto:Kuda@FinanceDTA.com)  
Project Role – Project Manager

Since joining DTA in 2005, Mr. Wekwete has been involved in all aspects of the formation and implementation of special districts to fund infrastructure and services, as well as the sale of over \$300 million in CFD bonds, **across many states and cities, including the States of Florida, Texas, and South Carolina.** His work has involved the preparation of tax spreads and overlapping debt analyses for the formation and/or sale of bonds for over 175 special districts established throughout California. In this role, Mr. Wekwete has prepared Rates and Methods of Apportionment (“RMAs”), CFD and Engineer’s Reports, and documents required for



Mr. Wekwete has been actively involved in the preparation of dozens of fee studies, especially in the area of transportation infrastructure costing, and apportionment of these costs over various land use types based on benefit criteria.

the formation of CFDs, sale of property, and annual levying of special taxes. He has also been responsible for preparing PFFPs involving CFDs and other public finance mechanisms.

In addition, Mr. Wekwete has been actively involved in the preparation of dozens of fee studies, especially in the area of transportation infrastructure costing, and apportionment of these costs over various land use types based on benefit criteria. His engineering background has enabled him to assist DTA’s Vice President of Engineering Services in applying a variety of apportionment methodologies to the development of fee studies and establishment of Benefit ADs for public sector clients.



Mr. Wekwete's recent work on DIF studies has included engagements for the Cities of Colton, Desert Hot Springs, Fontana, Paso Robles, Perris, and Torrance and the Counties of Riverside, San Bernardino, San Luis Obispo, and Santa Barbara, among others.

Mr. Wekwete also has experience in the preparation of Fiscal Impact Reports (“FIRs”), tax increment analyses, and PFFPs and has performed due diligence services and developed disclosure documentation for land purchasers, public agencies, and lenders.

Mr. Wekwete received his B.S. and M.S. in operations research and industrial engineering from Cornell University and Columbia University, respectively. He also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.

**Richard Ruiz, Jr.**  
Manager | [Richard@FinanceDTA.com](mailto:Richard@FinanceDTA.com)  
Project Role – Assistant Project Manager



Mr. Ruiz has a background in econometrics and industrial organization. Since joining DTA, he has been involved in the formation and administration of numerous CFDs, ADs, and LLDs throughout California and several other states, including Florida, North Carolina, Texas, and Utah. His responsibilities related to these projects have included the development of tax spread proforma analyses and preparation of overlapping debt analyses. In addition, while at DTA, he has participated in a variety of projects, including fiscal and economic impact studies for cities and counties throughout California, school district rezoning projects, city/county annexation projects, user fee calculations, and living wage analyses.

Mr. Ruiz also has extensive experience working on the preparation of DIF justification studies for cities and counties in California and numerous other states, **including Arizona, Arkansas, Florida, and South Carolina.** His responsibilities during the impact fee justification and apportionment analysis process for each respective project include the preparation of capital improvement and public facilities needs lists, data collection, the development and modification of the DIF Report model, the production of a written report, and interactions with city, county, and district staff and key stakeholders. **Mr. Ruiz' recent work on DIF studies in California has included engagements for the Cities of Chino Hills, Colton, Coronado, Cypress, Daly City, Desert Hot Springs, Fontana, Fowler, Inglewood, Ione, Manteca, Mammoth Lakes, Norco, Palo Alto, Perris, San Jose, Soledad, Torrance, Upland, Victorville, and Yucaipa and the Counties of San Luis Obispo and Santa Barbara, among others, in addition to the El Dorado Hills Fire Department.** East coast projects include Pickens County, South Carolina, City of Fayetteville, Arkansas, City and County of El Paso, Texas, City of Riviera Beach, Florida, and Hillsborough, County, Florida.

Mr. Ruiz has extensive experience working on the preparation of DIF justification studies from coast to coast, which allows him to support clients in implementing best practices.

Prior to joining DTA, Mr. Ruiz spent 14 years with an energy economics consulting firm that focused on economic and market research studies, mergers and acquisitions analyses, market entry research strategies, and economic due diligence projects for companies seeking equity funding. He has a



degree in economics from California State University at Long Beach with a concentration in public finance. Notably, Mr. Ruiz is a member of the American Water Works Association (“AWWA”) and has the experience and work history of understanding and applying the best practices of AWWA and Water Environment Federation (“WEF”) in rate studies. He is also a Professional Member with the Institute of Transportation Engineers (“ITE”).

#### Steve Runk, P.E.

Vice President, Engineering Services | [Steve@FinanceDTA.com](mailto:Steve@FinanceDTA.com)

Project Role – Engineer (State License Number C23473 – California Registered Civil Engineer)

Mr. Runk has over 45 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, grading for public works projects, and construction of commercial and industrial buildings. Mr. Runk’s specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and management, cost analyses and cost control, scheduling, manpower forecasting, staffing, and marketing. He has also assisted public agencies and developers in the procurement of funding from the California Department of Transportation (“Caltrans”) and other Federal and state agencies. Mr. Runk has provided engineering services to municipalities **across many states and cities, including the States of Arizona, Arkansas, Florida, New Mexico, and South Carolina.**



Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities.

changes with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as the Project Manager for the establishment of ADs and preparation of numerous AB 1600 DIF justification studies. Mr. Runk

specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities. **He has been involved in preparing needs lists and apportioning facilities costs for many of DTA’s AB 1600 studies, including those in the Cities of Anaheim, Brawley, Coachella, Chino Hills, Hesperia, Paso Robles, San Luis Obispo, Tustin, and Victorville, as well as the County of San Bernardino and a number of water districts, including the San Geronio Pass Water Agency. He was also closely involved in DTA’s previous work as the AB 1600 consultant for the County of Riverside.**

Prior to joining DTA, Mr. Runk, as the Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of the SR-41 Freeway in Fresno County, which was the County’s first Measure “C” sales tax-funded freeway. Prior to this project, Mr. Runk successfully completed the construction of the SR-71 Freeway in Chino/Chino Hills, California. This \$98 million project was the first Measure “M” sales tax-funded project for the San Bernardino Associated Governments (“SANBAG”). Mr. Runk’s responsibilities on both projects included contract management, quality control, public relations, cash flow analyses, project closeout, and compliance with Federal and State funding requirements.



Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in engineering from the University of California at Los Angeles and an M.S. in civil engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the State of California.

#### Hector Perez

Senior Manager | [Hector@FinanceDTA.com](mailto:Hector@FinanceDTA.com)

Project Role – Task Specialist



Hector Perez has significant senior management experience in municipal government, health care, resource development, and the private and public sectors. For instance, he has experience with assessing and resolving community development issues, such as capital projects, water/wastewater capacity, sports complexes, traffic impacts, and neighborhood expansions. Mr. Perez has directed strategic planning and financial management responsibilities, budgeting strategy for facilities, technology, and capital expenditures for medium to larger organizations, including public agencies with operating budgets of \$400 million and 3,000 employees. He has supervised construction projects that have included architects, construction companies, space planners, scheduling consultants, and engineers while providing day-to-day budget direction and management.

Mr. Perez has extensive experience working with municipal government staff members and departments (including countywide operations), volunteers, community activists, regulatory agencies, and elected officials.

Mr. Perez also has extensive experience working with municipal government staff members and departments (including countywide parks and recreation operations), volunteers, community activists, regulatory agencies, elected officials, and law enforcement. He has worked with numerous Sheriff's Offices to achieve deputy staffing levels, inventory modernization, and neighborhood coverage throughout a comprehensive Sheriff's budget. In addition, Mr. Perez worked for a large county in Florida supporting the administration and commissioners with growth management issues, such as roadway expansion, building permits, and related DIFs. **He is responsible for projects in Florida, North Carolina, Texas, South Carolina, and the Southeast consisting of impact fees, PIDs, Special Assessment Districts, and their administration for developers and cities/counties.**

Mr. Perez has a bachelor's degree from Florida State University and a graduate certificate in non-profit management and innovation from the Sykes Graduate Business School at the University of Tampa. In addition, he completed the Certified Financial Planning Course Program at North Carolina State University. Notably, Mr. Perez is a member of AWWA and has the experience and work history of understanding and applying the best practices of AWWA and WEF in rate studies.





## 5 APPROACH

All work to be completed will satisfy the requirements of Florida Statutes 163.31801 (the “Florida Impact Fees Act”). Notably, DTA has a comprehensive understanding of this legislation and has recently utilized it to establish nexus in fee studies for Hillsborough County and the City of Riviera Beach. In 2022, DTA updated the City of Riviera Beach’s DIF study. The purpose of the study was to evaluate the existing fee levels and recommend appropriate fee justification methodologies and new fee levels with a legally supportable analysis based on current and projected demographics. The fees reviewed and updated included Fire and Rescue, Police, Public Buildings, Library, Parks, and Roads. Of specific concern to the City was the introduction of a new piece of legislation (HB 337) which was passed in June of 2021 and implemented retroactively to January 1, 2021. This new law placed limits on increases to impact fees and provided specific limitations on the amount by which a local government may increase its impact fees.

These limitations include the following:

- Impact fees may only be increased once every 4 years;
- Impact fees may be increased by no more than 50%;
- Increases between 25% and 50% must be phased-in over 4 years in four equal installments; and
- Increases less than 25% must be phased-in over 2 years in two equal installments.

The law also changed the current Florida Impact Fees Act by imposing a narrower definition of how impact fees are defined. In addition, HB 337 requires the Chief Financial Officer of the City to attest annually by affidavit that, to the best of his/her knowledge, all impact fees were collected and expended in compliance with the spending period provision in the local ordinance or resolution and that impact fee funds were used only to acquire, construct, or improve specific infrastructure needs. DTA was able to successfully work with the City Attorney to make sure that the DIFs generated in the study were in compliance with HB 337. **The updated fee study was presented to the City Council and approved unanimously in December 2022.**

### A Project Management Services

DTA’s client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. **DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.**

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we’re privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

DTA has assembled an experienced and capable team with expertise in each unique element of study requested by the County. As such, a key objective for this project will be to complete all tasks

## Exhibit “A”



### TAB 5 APPROACH

of the project within the agreed-upon budget and schedule. Time and time again, DTA has proven its ability to adhere to contract agreements and understand the importance of good project management. A number of key strategies employed for all of DTA's clients are listed below:

- Reviewing prior studies and effectively managing data requests and data gathering/consolidation;
- Ensuring key stakeholder input is received prior to writing any reports, so work need not be duplicated;
- Leveraging technology to request and track information from various sources and stakeholders;
- Setting up standing conference calls (i.e., weekly, bi-weekly), in addition to scheduled meetings with County staff in order to stay on track with tasks and deliverables and discuss critical project elements; and
- Preparing internal report drafts for County staff review and discussion on conference call(s).

DTA utilizes the software application Vision to track project expenditures. This program is always available to DTA's employees and provides detailed project information ranging from the execution of the contract to completion of the project. To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, Mr. Wekwete, DTA's Project Manager, will utilize these tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure each task remains on schedule by utilizing proper staffing assignments.
- Consistent communication with County staff via e-mail, telephone, and in-person meetings, as needed.
- Weekly budget review to ensure no budget overruns occur. DTA's customized accounting system will enable us to track the expenditures to date each week and ensure budget compliance.
- Regular meetings with County staff to discuss progress and any issues and receive guidance.

At DTA, all our multidisciplinary team members come from diverse backgrounds, and we put people first. We pride ourselves on developing strong relationships with our clients and working closely with them to understand the big picture and goals they want to achieve as a result of our engagement, as well as how DTA's work may impact other initiatives both now and in the future. We understand that public finance isn't only about raising funds to pay for infrastructure or services. Public finance is about ensuring that communities can thrive by assessing what the best solution is for the community as a whole and what will help the community reach and sustain infrastructure growth goals.

DTA brings a practical perspective combined with real-world experience in working with municipalities, which gives us the ability to understand and communicate with all stakeholders throughout the process. Regarding our engagement approach, we will work closely with County leadership to engage with property owners, business owners, and community leaders to understand any issues or pressure points, as well as what is envisioned for the future.





Finally, DTA will provide independent and objective work products. Our firm regularly reviews legal opinions, regulations, and statutes that impact or modify public finance-related case law. Thus, DTA is committed to providing deliverables that reflect the most current developments in public finance and real property law.

## B Project Approach

DTA would provide all-inclusive professional and technical support to the County in developing a conceptual project scope and reviewing any existing County DIF studies related to General Plans, Specific Plans, the Capital Facilities and Comprehensive Plan, and the Capital Improvements Plan, in addition to preparing a comprehensive review of required impact fee levels documented in the formal Nexus Study prepared under the Florida Impact Fees Act and HB 337. DTA’s Final Report would present a fee methodology that satisfies the “rational nexus” tests used by the courts to determine the legality of development exactions. Having been subjected to legal and developer scrutiny, DTA has developed a streamlined approach and methodology that establishes a rational and substantial nexus between new development and the need for public facilities.

In determining a reasonable nexus for each specific type of public facility, DTA will utilize one or more of the methodologies discussed below depending upon the data and other information available from the County and its current infrastructure policies. All the fee methodologies employ the concept of an Equivalent Dwelling Unit (“EDU”) to allocate benefit among various land use classes. EDUs are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit from each type of public facility. For many types of facilities, EDUs are calculated based on the number of residents or employees generated by each land use class. For other facilities, different measures, such as the number of service calls, quantity of trip miles, or amount of storm water run-off, more accurately represent the benefit provided to each land use class. Transportation facilities typically demand EDU calculations predicated on a per unit or per trip basis. The three types of fee methodologies used by DTA to establish EDUs for a public facility within a typical Florida Impact Fees Act-compliant study are based on either an existing Infrastructure Plan, a predetermined capacity amount, or a generic standard.

**Plan-Based Fees:** The first method of apportioning fees is based on a “Plan,” such as a Master Plan of Facilities, that identifies a finite set of improvements. These Facilities Plans generally identify a finite set of facilities needed by the public agency and are developed according to assessments of facilities needs prepared by staff and/or outside consultants and adopted by the public agency’s legislative body. With this plan-based approach, specific costs can be projected and assigned to all land uses planned in the future, often with a specific time period in mind that reflects new development projections. In preparing an impact fee analysis, facilities costs can be allocated in proportion to the amount of demand caused by each type of future development. It works well when it is difficult to measure the actual service needed by a land use type or where capacity cannot be directly related to demand. These plan-based fees are typically per unit assessments. This type of plan-based approach is generally preferable to the two other approaches to cost allocation listed below, but it does require the existence of a Facilities Plan, which is not always available.



**Capacity-Based Fees:** A second method of fee assessment is based on the “capacity” of a service or system, such as a water tank or a sewer plant. This kind of fee is not dependent on a particular Land Use Plan (i.e., amount or intensity), but rather it is based on a rate or cost per unit of capacity that can be applied to any type of development as long as the system has adequate capacity. This type of fee is useful when the costs of the facility or system are unknown at the outset, but it requires that the amount of capacity used by a particular land use type be measurable or estimable. Capacity-based impact fees are assessed based on the demand rate per unit.

**Standard-Based Fees:** A third method of assessing fees is based on “standards” where costs are based on units of demand. This method establishes a generic unit cost for capacity, which is then applied to each land use per unit of demand. Parks are an excellent example of this type of fee structure. For example, a municipality may find that it currently provides five acres of parkland per thousand residents, which it may then require of all new residential development. Thus, this standard is not based on cost but rather on a standard of service. This methodology provides several advantages, including not needing to know the cost of a specific facility, identifying how much capacity or service is provided by the current system, or having to commit to a specific size of facility.

In preparing its analysis, DTA will apply one or more of these three methodologies to each facility type to generate applicable fee levels. However, the results of our quantitative analysis will be tempered by real-world factors to be at least considered by the County prior to the adoption of revised fee levels.

### C Proposed Scope of Services

Work products stemming from the work plan described in this section will include a memorandum (“memo”) detailing the findings and methodologies of the growth analysis, a memo summarizing the fee methodology options, and the Draft and Final Reports. **DTA shall perform all requested tasks and does not anticipate employing subconsultants for any portion of this engagement.**

#### Task 1 – Development of Project Strategy and Kickoff Meeting

DTA staff will meet with County staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, and resolve other concerns, as appropriate.

#### Task 2 – Develop Population and Dwelling Unit Projections

DTA will compile and document existing and future population, planning, and development estimates for the County. The projections resulting from this task will ultimately calculate fee levels. At this stage, DTA will evaluate County resources, influences, all factors affecting the existing Fee Study, and pertinent impact fee(s) as outlined by the County (including Fire, EMS, Law Enforcement, Transportation, and Parks and Recreation Fees). This task comprises four subtasks.

- 2A **Population Projections:** DTA will gather existing information on present and future population for the County from various sources, including staff, the General Plan, the Capital Facilities and Comprehensive Plan, existing Master Plans, the Capital Improvements Plan, Service Area Maps, the U.S. Census, the Florida Department of Transportation, University of Florida Bureau of Economic and Business Research, the Florida Department of Financial



Services, and from other data sources, as needed.

- 2B **Conduct Entitlement Research and Projections:** DTA will coordinate with County staff to determine existing and future residential and non-residential development within the County over the planning horizon. To complete this subtask, DTA will review the General Plan/Capital Improvements Plan and related plans to determine expected development land use patterns in the County, assess County records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections for the next 20 years, or such other target year as selected by County staff.
- 2C **Review Current County Fee Structure:** DTA shall review and summarize the County's current development fee structures, County policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements.
- 2D **Review Prior County Fee Justification Studies:** DTA shall review the approach and methodology utilized in prior County fee justification studies so they can be evaluated in light of the County's current needs.

#### **Task 3 – Review Facility/Capital Needs and Levels of Service**

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task 2. DTA will use existing County materials (and any relevant reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or Capital Improvements Plan. This task will require close coordination with all appropriate County departments.

- 3A **Survey/Interview County Staff:** DTA shall survey/interview County staff to review projected facilities in the County, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 3C. Based upon the results of the surveys and interviews, DTA will verify and, if appropriate, expand the list of new facilities found in the General Plan or Capital Improvements Plan to be included within the fee program for the County.
- 3B **Facilities List:** Based on the information collected in Subtask 3A, DTA shall prepare a facilities needs list that details the new facilities and equipment to serve new development in the County.
- 3C **Review Cost Estimates:** DTA's engineering and technical staff will, as necessary, consult with County department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, review and/or refine existing cost data, examine major sources of revenue to fund the construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and estimated revenue from mitigation fees and other sources.

**Task 4 – Growth Analysis**

DTA will analyze current and anticipated growth forecasts and the CIPs for the County. We shall provide a determination as to whether the current and anticipated future growth of the County is proportionately funding the additional infrastructure needed to accommodate it with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination.

**Deliverable:** Memo Detailing the Findings and Methodologies of the Growth Analysis

**Task 5 – Develop Methodology for Calculating New Fee Amounts**

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of the Florida Impact Fees Act and HB 337. It is critical that any fee established be legally defensible.

DTA's Fee Study methodology must meet the nexus or benefit requirements of the Florida Impact Fees Act, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task will be documented in the Final Report.

DTA will recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds and possible flexibility to allow collected fees to be used to provide the County with a match for grant applications. Finally, the memo will include recommendations for methodology and next steps. Upon review and discussion by County staff, a methodology will be selected.

**Deliverable:** Memo Summarizing the Fee Methodology Options

**Task 6 – Determine Fee Levels**

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 2, facilities needs and costs determined in Task 3, and methodology selected in Task 5.

- 6A **Calculate Recommended Fee Amounts:** DTA shall calculate fees for the County by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work will be done in a spreadsheet format that can be updated annually. **DTA will also evaluate this data in comparison to surrounding and comparable counties so as to arrive at comparable and acceptable fee levels.**
- 6B **Document Fee Derivation:** DTA shall document the methodology utilized for the fee calculation model that can be understood by the County and public. DTA shall prepare written statements documenting the validity of the methodology for deriving each of the



fees for the County. These statements will be made to meet the requirements of the Florida Impact Fees Act, including HB 337, and documented in the Final Report discussed below.

#### **Task 7 – Prepare Draft and Final Reports**

This task entails the preparation of the Draft and Final Reports for consideration by the County Commission and County staff. **DTA shall prepare and submit to County staff a minimum of three draft and status reports (30%, 60%, and 90% completion) of the Impact Fee Study.**

- 7A **Prepare Draft Report for Comments:** Based on the work completed in Tasks 1-5, DTA will prepare the Draft Report for review and consideration by County staff. The Draft Report will be prepared under the standards of the Florida Impact Fees Act (including HB 337) and is expected to include an executive summary, population projections, a facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current. The report shall also contain full fee schedule tables showing input data and interim calculation results, as well as abbreviated fee schedule tables.
- 7B **Prepare Final Report:** Based on the incorporation of County staff comments on the Draft Report, DTA will prepare the Final Report for presentation to the County Commission and County staff.

**Deliverables:** Draft and Final Reports

#### **Task 8 – Outline Tasks Required for the Implementation and Administration of the Fee Program**

DTA will prepare a list of tasks required of the County once they have adopted their new fee program. These tasks include the determination of actual fee levels if the County decides not to impose the maximum fee levels allowed under the Fee Study, the implementation of the fee credit program, and other issues the County may face when carrying out the fee program. In addition, DTA shall prepare a Draft Ordinance to adopt the fee program, subject to review and approval by the County's legal counsel.

**Deliverable:** Draft Ordinance

#### **Task 9 – Attend Meetings and Public Outreach**

This task entails attendance at a total of five (5) in-person meetings/workshops with County staff, focus groups, stakeholders, and the County Commission to present information regarding the status of the impact fee program update, draft study, and Final Report to obtain input. DTA will also be prepared to lead meetings and workshops with selected groups to gain better project understanding, gauge community sentiment, and determine the key objectives. During these meetings, DTA will consider community and stakeholder input. For this purpose, DTA will develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft.

DTA staff shall also schedule standing conference calls (i.e., weekly or bi-weekly) with County staff to stay on track with tasks and deliverables.

# Exhibit “A”



## TAB 5 APPROACH

### D Project Timeline

DTA’s typical schedule of tasks for a DIF program/Fee Study is outlined below. Given the County’s desired project timeline, this timeline of events can and will be completed within the proposed time frame according to the County’s specifications. **Notably, the firm shall provide ongoing communication, education, and outreach throughout the duration of the project. DTA is able to begin work with minimal notice.**

Table 5: Proposed Schedule

Task	Description	Weeks 1 to 5	Weeks 6 to 9	Weeks 10 to 13	Weeks 14 to 18	Weeks 19 to 22	Weeks 23 to 25	Week 26
1	Development of Project Strategy and Kickoff Meeting							
2	Develop Population and Demographic Projections							
3	Review Facility/Capital Needs and Levels of Service							
4	Growth Analysis							
5	Develop Methodology for Calculating New Fee Amounts							
6	Determine Fee Levels and Generate Cash Flow Analysis							
7	Prepare Draft and Final Reports							
8	Outline Tasks Required for the Implementation and Administration of the Fee Program, Including the Preparation of a Draft Ordinance							
9	Attend Four (4) Additional In-Person Meetings and Virtual Meetings, Plus Regular Virtual Meetings for Bi-Weekly Updates							
Ongoing	Communication, Education, and Outreach of Project							

## Exhibit “A”



### TAB 6 REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS

#### 6 REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS

The following forms have been fully filled out and signed by a person with authority to bind the firm and are enclosed hereto:

- Letter of Reference;
- Indemnification and Hold Harmless Statement;
- Public Entity Crimes Sworn Statement;
- Equal Employment Opportunity/Affirmative Action Statement;
- Drug Free Workplace Certification;
- Conflicts of Interest Disclosure;
- Non-Collusion Affidavit;
- Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements;
- List of Proposed Subcontractors;
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions;
- E-Verify Certification;
- Insurance Certification; and
- Comments on Proposed Contract.



## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 3 REFERENCE FORM

Proposer Name: DTA

Proposers are required to submit with their Proposals three (3) letter of reference, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The Board of County Commissioner/COUNTY reserves the right to contact all references during this RFQ and make a responsibility determination, not subject to review or challenge.

FORMER CLIENTS and Project Description	
Company Name:	City of Anaheim
Address:	200 South Anaheim Blvd., Suite 276, Anaheim, CA 92805
Contact Name:	Debbie Moreno, Finance Manager
Alternate Contact Name:	Rudy Emami, Public Works Director
Phone:	(714) 765-5195
Email:	DMoreno@Anaheim.net
Description of Work:	Update of the City's DIF Program
Service Dates:	1990-Present

Company Name:	City of San Jose
Address:	200 East Santa Clara Street, San José, CA 95113
Contact Name:	Rebekah Ross, Planner IV
Alternate Contact Name:	N/A
Phone:	(408) 793-4186
Email:	Rebekah.Ross@SanJoseCA.gov
Description of Work:	Park Impact Ordinance and Parkland Dedication Ordinance Fees
Service Dates:	June 2021-Present

Company Name:	City of Fowler
Address:	128 South Fifth Street, Fowler, CA 93625
Contact Name:	David Peters, City Engineer
Alternate Contact Name:	N/A
Phone:	(559) 299-1544 x111
Email:	DavidPeters@Peters-Engineering.com
Description of Work:	Impact Fee Program Update
Service Dates:	February 2019-November 2020

Authorized Signature: 

Name: Kelly Wright

Title: Chief Executive Officer



## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 4 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

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

Name: Kelly Wright

Title: Chief Executive Officer

Firm: DTA

Address: 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 5 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 OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Jefferson County Board of County Commissioners

By : Kelly Wright, Chief Executive Officer  
[print individual's name and title]

for DTA  
[print name of entity submitting sworn statement]

whose business address is:  
2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is 33-0171945

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).  
N/A

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

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 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 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 contractor 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 \_\_\_\_\_, 2022.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

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

Notary Public - State of \_\_\_\_\_

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

\_\_\_\_\_  
Printed,  
typed, or stamped commissioned name of notary public

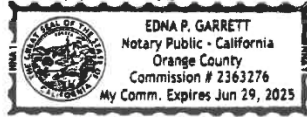
Exhibit "A"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 7  
day of FEBRUARY, 2024, by KELLY WRIGHT

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

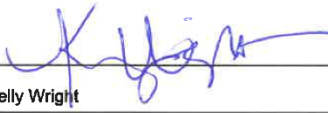
Signature [Handwritten Signature]

## Exhibit "A"

### RFQ 2024-02 Impact Fees Study

#### FORM 6 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:   
Name: Kelly Wright  
Title: Chief Executive Officer  
Firm: DTA  
Address: 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 7 DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR \_\_\_\_\_ DTA \_\_\_\_\_ TITLE Kelly Wright, Chief Executive Officer

AUTHORIZED SIGNATURE  DATE 2/7/24

# Exhibit "A"

## RFP 2024-02 Impact Fees Study

### FORM 8 CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Jefferson County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Jefferson County:

N/A

Name of State Officer or Employee that owns 5% or more in Respondent's firm:

N/A

Kelly Wright  
Name



DTA  
Company

2/7/24

Date

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 9 NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Jefferson County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,  

\_\_\_\_\_  
DTA  
(Name of Corporation, Partnership, Individual, etc.)

a, \_\_\_\_\_  
(Type of Business)

formed under the laws of \_\_\_\_\_  
(State or Province)

of which he is \_\_\_\_\_  
(Sole partner, president, etc.)

Chief Executive Officer
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Jefferson County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

  
\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
Chief Executive Officer  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)



Exhibit "A"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 7  
day of FEBRUARY, 2024, by KELLY WRIGHT

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature [Handwritten Signature]

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 10 ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

Kelly Wright  
\_\_\_\_\_  
Name of Authorized Individual

2/7/24  
\_\_\_\_\_  
Date

DTA  
\_\_\_\_\_  
Name of Company/Organization

2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607  
\_\_\_\_\_  
Address of Company/Organization

## Exhibit “A”

### RFP 2024-02 Impact Fees Study

#### FORM 11

#### LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED

<b>Subcontract 1</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>	N/A
<b>Subcontract 2</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>	
<b>Subcontract 3</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>	
<b>Subcontract 5</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>	
<b>Subcontract 6</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>	
<b>Subcontract 7</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>	

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 12

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Chief Executive Officer

Title

DTA

Contractor/Firm

2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

Address

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 13 E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, 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; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE:   
NAME: Kelly Wright  
TITLE: Chief Executive Officer  
DATE: 2-7-24

Please note we are unable to comply with this requirement pursuant to California Assembly Bill No. 622 for any existing employees. If necessary and upon request, we shall utilize the E-Verify system for all new employees providing services pursuant to the Contract during the term of the Contract.

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 14

#### REQUIRED INSURANCE POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

##### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Jefferson County, Florida, its Officers, employees, and volunteers)  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Jefferson County, Florida, its officers, employees, and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all the above insurer information is true and correct.

Name Kelly Wright  
Typed or Printed

Signature

Date

2/7/24

Title

Chief Executive Officer

(Company Risk Manager or Manager with Risk Authority)

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 15

#### COMMENTS ON PROPOSED CONTRACT

\*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

Comments on Proposed Contract
<b>Contract Provision at Issue</b>
Section 6.1.1, "Indemnification": "CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its subCONSULTANTS, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence."
<b>Objection by Bidder</b>
Text with a strikethrough indicates language we are requesting be removed and the text in red indicates language we'd like added in its place. Our proposed language would require that DTA covers any claims related to our negligence, rather than having us be liable for any and all claims wherein we did not make a mistake.
<b>Suggested Resolution</b>
Section 6.1.1, "Indemnification": "CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, <del>arising out of or</del> resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement <del>arising out of</del> <b>resulting from</b> the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its subCONSULTANTS, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence."

## Exhibit "A"

### RFP 2024-02 Impact Fees Study

#### FORM 15

#### COMMENTS ON PROPOSED CONTRACT

\*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

Comments on Proposed Contract
<b>Contract Provision at Issue</b>
Section 25.1, "Ownership of Documents": "CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANTS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT."
<b>Objection by Bidder</b>
This supplemental language has been requested to provide us with adequate trade secret protection. We have developed our computer models over the past 39 years and the formulas inherent in the models are proprietary. However, the ultimate work product itself belongs to the County.
<b>Suggested Resolution</b>
We'd like to request the addition of the following phrase to the end of Section 25.1, "Ownership of Documents": "Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by CONSULTANT are Instruments of Service of CONSULTANT and shall remain the property of CONSULTANT. CONSULTANT shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto."



Exhibit “A”



2202 N. WEST SHORE BLVD., SUITE 200  
TAMPA, FL 33607  
PHONE: (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds



# Form Work Authorization

## WORK AUTHORIZATION NO. 12

Continuing Professional Services Agreement  
by and between  
Jefferson County and AE Engineering, Inc. DBA WSB LLC.

**Project Name: Old Lloyd Road**

- A. Summary of Services to be rendered:** Provide Full CEI Services and Inspection Services for the Contract.
- B. Project Cost (Not to Exceed):** \$82,211.25.
- C. Project Schedule:** N/A

**D. NOTICE/PROJECT MANAGER OF CONSULTANT**

Christopher Morris  
WSB LLC.  
2104 Delta Way, Suite 3  
Tallahassee, FL 32303  
Phone: (863) 633-8926  
Fax: N/A  
[chrismorris@wsbeng.com](mailto:chrismorris@wsbeng.com)

County Coordinator or Designee  
Jefferson County  
1484 S. Jefferson Street  
Monticello, FL 32344  
Phone: (850) 342-0287  
Fax: N/A  
[smetty@jeffersoncountyfl.gov](mailto:smetty@jeffersoncountyfl.gov)

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals the day and year below last written.

---

Christopher Morris  
WSB, LLC.

Date: May 2, 2025

---

J. T. Surles  
Jefferson County - Chairman  
Board of County Commissioners  
Date: \_\_\_\_\_

**STAFF HOUR ESTIMATE**  
**Old Lloyd Rd.**  
**FPID: 446590-1-54-01**



**Staffing Summary**

Name	Firm	Position	2025							Total Man Months	Total Man Hours	Rate	Total
			JULY	AUG	SEP	OCT	NOV	DEC					
180 Day Contract													
Greg Aldrich, P.E.	WSB	Senior Project Engineer	0.01	0.01	0.01	0.01	0.01	0.01		0.06	9.90	\$215.00	\$2,128.50
Christopher Morris	WSB	Project Administrator	0.05	0.20	0.20	0.20	0.20	0.20		1.05	173.25	\$150.00	\$25,987.50
Agnes Denson	WSB	Contract Support Specialist	0.03	0.03	0.03	0.03	0.02	0.02		0.16	26.40	\$100.00	\$2,640.00
Tyler White	WSB	Inspector	0.03	0.08	1.00	1.00	1.00	0.05		3.16	521.40	\$90.00	\$46,926.00
Garrett Johnson	WSB	Inspector	0.00	0.03	0.08	0.08	0.08	0.05		0.31	50.33	\$90.00	\$4,529.25
										0.00	0.00		\$0.00
Man Month Subtotal			0.12	0.35	1.32	1.32	1.31	0.33	0.00	4.74	781.28		\$82,211.25

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19, 2025

Date Submitted: June 13, 2025

To: Honorable Chairman and Members of the Board

From: Clerk Hightower/ Deputy County Attorney Kirsten Mood

Subject: Proposed Allocation of Court-Ordered Restitution and Forfeited Funds

---

### **Statement of Issue:**

This agenda item provides the Board with information concerning the proposed allocation of a total of \$718,376.49 in restitution funds received by the County pursuant to the Order of Restitution and Forfeiture entered by the Court on February 5, 2025 (the “Order”), in the matters of: (1) *State of Florida v. Kirk Bradley Reams*, 2023 CF 178A; (2) *State of Florida v. Warren Charles Culp, Jr.*, 2023 CF 178B; and (3) *State of Florida v. Justin Michael McNeill*, 2023 CF 178C. These funds represent partial restitution from the defendants. The remaining restitution will be paid through the defendants’ probationary obligations. The formal allocation of these funds will occur pursuant to a budget amendment resolution adopted by the Board.

### **Background:**

The Order directed restitution from Warren Culp totaling \$604,242.29 be paid to the Jefferson County Board of County Commissioners (BOCC) as the identified victim of the financial offenses committed by the defendants.

As part of this Order, the Court directed that a portion of the restitution be satisfied through the immediate forfeiture and transfer of specific funds held by financial institutions and the Florida Department of Law Enforcement.

#### ☐ **Tallahassee National Bank**

- Small Business Checking Account #\*\*\*\*\*8223 – \$142.11
- Crown Interest Checking Account #\*\*\*\*\*7639 – \$13,654.46
- Personal Gold Investment Money Market Account #\*\*\*\*\*7605 – \$475,027.19

#### ☐ **Truist Bank**

- Truist One Checking Account #\*\*\*\*\*4582 – \$50,820.01

#### ☐ **Florida Department of Law Enforcement**

- Case #EI-11-0073 – \$19,010.00

**Total Forfeited Funds:** \$558,653.77

**Previously Recovered Funds:** \$140,468.00

**Combined Total:** \$699,121.77

The current total held, including interest and an additional \$60.00 in unaccounted cash, amounts to **\$718,376.49**.

Remaining restitution owed under the order will be collected through terms of the defendants' probation.

**Analysis:**

The forfeited and recovered funds now available represent a significant portion of the court-ordered restitution. To comply with the court order and Florida law, County staff has coordinated with the Clerk of Court and County Attorney to ensure appropriate documentation and receipt.

Upon consultation with the County Attorney, it was determined that approximately \$316,496.00 of the recovered funds are proceeds from the County's 2018 Gas Tax Bond issuance. As a result, these funds are legally restricted to transportation expenditures and such other uses as are expressly authorized in the 2018 Gas Tax Bond documents.

To facilitate proper budgeting and tracking, a dedicated restitution fund has been established. The following allocations are proposed, to be accomplished by formal budget amendment resolution:

- **\$316,496.00** to the **Transportation Fund**
- **\$401,880.49** to the **General Fund**

**Options:**

This item is provided for informational purposes only. As stated above, the formal allocation of the funds and their inclusion in the budget will be accomplished by formal budget amendment resolution, to be subsequently presented to the Board.

**Attachments:**

1. Court Order
2. Restitution Tracking Sheet

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT  
IN AND FOR JEFFERSON COUNTY FLORIDA

STATE OF FLORIDA,

vs.

CASE NO.: 23-00178 CF A, B, C

KIRK REAMS  
WARREN CULP  
JUSTIN McNEIL,  
Defendants.

**ORDER OF RESTITUTION AND FORFEITURE**

The above-styled cause came before the Court in a Restitution Hearing on January 13, 2025. The Court having heard the testimony and evidence, reviewed the record, and having heard arguments of counsel, finds as follows:

The State, by the greater weight of the evidence, bears the burden to prove the amount of the loss sustained by a victim. See Section 775.089(7)(c), Florida Statutes; see also Schuette v. State, 822 So. 2d 1275, 1278-1279 (Fla. 2002). The testimony of the witnesses and the exhibits admitted into evidence by the State during the trial and restitution hearings establish the amount of the loss sustained by Jefferson County. See Davis v. State, 707 So. 2d 842 (Fla. 2d DCA 1998). It is therefore **ORDERED AND ADJUDGED** that the Jefferson County Board of County Commissioners shall recover from Charles Culp the sum of \$604,242.29. This restitution award shall be offset by the \$140,468 previously recovered from Bank of America account (#898145571169), \$94,879.48 recovered from prior forfeiture, and all other monies subject to forfeiture in this order.

It is further **ORDERED AND ADJUDGED** that the Jefferson County Board of County Commissioners shall recover from the defendants, joint and severally, the sum of \$63,355 for costs incurred through forensic auditing and legal services.

It is further **ORDERED AND ADJUDGED** that the Jefferson County Board of County

Commissioners shall recover from the defendants, joint and severally, the sum of \$445,101 for losses sustained due to unauthorized health insurance benefits.

It is further **ORDERED AND ADJUDGED** that the State Attorney's Office shall recover from Kirk Reams the sum of \$19,473.34 as prosecution expenses pursuant to Section 29.005, Florida Statutes and all other amounts awarded during the October 1, 2024 sentencing hearing.

It is further **ORDERED AND ADJUDGED** that the Jefferson County Board of County Commissioners shall recover \$127,453.50 for losses sustained due to unauthorized budget transfers. The Court does not take issue with the calculation of the unauthorized budget transfers during 2018-2023. However, the entire amount sought by the State (\$1,112,162) for unauthorized budget transfers cannot be awarded. The Court can only award restitution for damage or loss "caused directly or indirectly by the defendant's offense" and "related to the defendant's criminal episode." See Section 775.089(1)(a), Florida Statutes; see also G.C. v. State, 944 So. 2d 1099, 1100 (Fla. 2d DCA 2006).

The evidence before the Court does not demonstrate that all dollars categorized as unauthorized budget transfers have a nexus to the offenses or criminal episode in which the defendants were adjudicated guilty. It is entirely possible that portions of the monies now identified as unauthorized budget transfers were spent for legitimate purposes and the Court cannot assume without evidence the nexus required by Section 775.089, Florida Statutes. The defendants owe the awarded restitution in the following proportions:

- Kirk Reams the sum of \$28,671 for expenditures, sponsorships, advertisements, and political activities with no relation to Clerk of Court business.
- Warren Culp and Justin McNeil the sum of \$98,782.50, joint and severally, for county funds shared pursuant to an organized kickback scheme.

It is further **ORDERED AND ADJUDGED** that the following institutions shall immediately transfer to Jefferson County BOCC Suspense Account – #101020611 Routing #065303360 the funds specified below as forfeited monies subject to court ordered restitution.

**Tallahassee National Bank**

- Small Business Checking Account #400008223
  - (Balance: \$142.11)
- Crown Interest Checking Account #400007639
  - (Balance: \$13,654.46)
- Personal Gold Investment Money Market Account #400007605
  - (Balance: \$475,027.19)

**Truist**

- Truist One Checking Account #1100026844582
  - (Balance: \$50,820.01)

**Florida Department of Law Enforcement**

- Case number EI-11-0073
  - (Balance: \$19,010)

The amounts of restitution not satisfied through forfeiture are to be paid as a condition of each defendant's probation supervision.

DONE AND ORDERED at Tallahassee, Florida this 5<sup>th</sup> day of February 2025.

  
STEPHEN S. EVERETT  
CIRCUIT JUDGE

copies furnished to:  
Chuck Collins  
Gus Harper  
Joe Bodiford  
Jack Campbell



Restitution	Item posted	Order	Received	Difference	
Bank of America previously recovered		\$140,468.00	\$140,468.00		
TNB		\$142.11			
		\$13,654.46			
		\$475,027.19			
	SUM	\$488,823.76	\$506,349.02	-\$17,525.26	interest
Truist		\$50,820.01	\$50,832.01	-\$12.00	interest
FDLE		\$19,010.00	\$19,070.00	-\$60.00	money stuck in counter
	Total		Total		
		\$699,121.77	\$716,719.03		

Restitution 8999 The First

		DEBITS	CREDITS	BALANCE	
3/20/2025	X		\$140,468.00	\$140,468.00	TRANSFER FROM CLERK'S SUSPENSE ACCOUNT
3/31/2025	X		\$18.47	\$140,486.47	INTEREST
4/3/2025	X		\$506,349.02	\$646,835.49	DEPOSIT FROM SUSPENSE ACCOUNT FOR WIRE RECEIVED CULP FROM TNB
4/4/2025	X		\$19,070.00	\$665,905.49	CASH DEPOSIT FOR FDLE
4/10/2025	X		\$50,832.01	\$716,737.50	CHECK RECEIVED FROM TRUIST
4/30/2025	X		\$542.63	\$717,280.13	INTEREST
5/31/2025	X		\$1,096.36	\$718,376.49	INTEREST

Total funds being transferred
\$718,376.49

Transportation \$316,496.00  
General Fund \$401,880.49

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: June 19, 2025

Date Submitted: June 16, 2025

To: Honorable Chairman and Members of the Board

From: Gus Rojas, County Budget Officer

Subject: Approval of Award of Invitation to Bid No. 2025-04  
FPN 451753-1-54-01 Old Lloyd Rd (500' east of Old Lloyd Creek to  
the I-10 Overpass)

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### **Statement of Issue:**

This agenda item requests Board approval award of Invitation to Bid (ITB) 2025-04 FPN 451753-1-54-01 Old Lloyd Rd (500' east of Old Lloyd Creek to the I-10 Overpass) to CWR Contracting, Inc, the lowest cost bidder at \$474,180.02.

### **Background:**

The County, through ITB No. 2025-04, solicited bids from qualified businesses registered to do business in the State of Florida. This project consists of resurfacing 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass. The travel lanes will remain 11' lanes, the existing roadway will be resurfaced. Improvements to the signage and striping will be made as well.

The ITB was advertised in compliance with relevant Florida and Federal Law beginning on April 23, 2025. Bids were received on May 28, 2025. CWR Contracting, Inc., is the lowest cost bidder.

**Analysis:** The County may approve award of ITB No. 2025-04 and authorize the Chair to execute the Contract with CWR Contracting, Inc, to be the paving contractor for this project.

### **Options:**

1. Approval of Award of Invitation to Bid (ITB) No. 2025-04 and Authorize the Chair to Execute Contract with CWR Contracting, Inc.
2. Do Not Approve Award of Invitation to Bid (ITB) No. 2025-04 and Authorize the Chair to Execute Contract with CWR Contracting, Inc.
3. Board Direction.

### **Recommendation:**

Option #1

**Attachments:**

1. Contract
2. FDOT Letter of Concurrence
3. FDOT Agreement

## **CONSTRUCTION AGREEMENT**

JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344 (the "County"), hereby contracts with **C.W. Roberts Contracting, Inc.** (the "Contractor") 3660 Hartsfield Rd. Tallahassee, FL, an FDOT prequalified contractor licensed to perform all work in the State of Florida in connection with the County's Project **CR 158 Old Lloyd Road from 500' E of Lloyd Creek Road to I-10 Overpass, Project No. 451753-1-54-01** (the "Project"), as said work is set forth in the Plans and Specifications prepared by **Southeastern Engineers, Inc.**, the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

### Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #2025-04 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The County shall furnish to the Contractor up to three (3) sets of Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

G. Construction services provided by Contractor for the Project shall be under the general direction of **Shannon Metty, County Manager**, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

## Section 2. Scope of Work.

A. This project consists of resurfacing 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass. The travel lanes will remain 11' lanes, the existing roadway will be resurfaced. Improvements to the signage and striping will be made as well. The Contractor agrees to furnish and for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **\$474,180.02** or in WORDS: **Four Hundred Seventy-Four Thousand One Hundred Eighty Dollars AND 02/100**. The cost proposal is on the following page.

**The remainder of this page is intentionally left blank**

ITB 2025-04 Old Lloyd Highway – from 500' East Old Lloyd Creek to the I-10 Overpass

ROADWAY CONSTRUCTION (FPID No. 451753-1-54-01)					
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
<b>GENERAL COSTS</b>					
101-1	MOBILIZATION	LS	1.00	20000	\$ 20,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	20000	\$ 20,000.00
110-1-1	CLEARING & GRUBBING	LS	1.00	10000	\$ 10,000.00
				<b>SUBTOTAL</b>	\$ 50,000.00
<b>ROADWAY</b>					
120-2-2	Borrow Excavation	CY	318.43	30	\$ 9,552.90
285-70-1	Optional Base, Base Group 01	SY	394.66	7.6	\$ 2,999.42
327-70-5	Mill Existing Asphalt Pavement, 2.0" Depth	SY	768.64	7.5	\$ 5,764.80
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	2368.48	125	\$ 296,060.00
339-1	Miscellaneous Asphalt	TN	6.38	650	\$ 4,147.00
536-1-1	Guardrail -Roadway, General TL-3	LF	100	33.7	\$ 3,370.00
536-85-24	Guardrail End Treatment - Parallel Approach Terminal	EA	4	3933.5	\$ 15,734.00
570-1-1	Performance Turf	SY	483.33	3.4	\$ 1,643.32
570-1-2	Performance Turf, Sod	SY	5094.83	3.4	\$ 17,322.42
104-10-3	Sediment Barrier	LF	17563.16	0.3	\$ 5,268.95
				<b>SUBTOTAL</b>	\$ 361,862.81
<b>SIGNING &amp; PAVEMENT MARKINGS</b>					
700-1-11	Single Post Sign, F&I Grount Mount, Up to 12SF	AS	5	545	\$ 2,725.00
700-1-60	Single Post Sign, Remove	AS	5	54.6	\$ 273.00
705-10-2	Object Marker, Type 2	EA	4	71	\$ 284.00
706-1-3	Raised Pavement Marker, Type B Y/Y	EA	215	4.35	\$ 935.25
710-11-101	Painted Pavement Markings, Standard, White, Solid, 6"	GM	3.23	1674.11	\$ 5,407.38
710-11-125	Painted Pavement Markings, Standard, White, Solid, 24"	LF	13	5.45	\$ 70.85
710-11-160	Painted Pavement Markings, Standard, White, Message, "STOP"	EA	1	71	\$ 71.00
710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	GM	2.54	1637.5	\$ 4,159.25
710-11-231	Painted Pavement Markings, Standard, Yellow, Skip, 6"	GM	0.33	1092	\$ 360.36
711-16-101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	GM	3.23	6441	\$ 20,804.43
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	13	10.9	\$ 141.70
711-11-160	Thermoplastic, Standard, White, Message	EA	1	245.75	\$ 245.75
711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	GM	2.54	6550	\$ 16,637.00
711-16-231	Thermoplastic, Standard-Other Surfaces, Yellow, Skip, 6"	GM	0.33	3275	\$ 1,080.75
711-17-1	Thermoplastic, Remove Existing Thermoplastic Pavement Markings-Surface	SF	28	10.9	\$ 305.20
546-72-3	8" Ground-In Rumble Strips, Sinusoidal	GM	3.23	2729.5	\$ 8,816.29
				<b>SUBTOTAL</b>	\$ 62,317.20
				<b>TOTAL</b>	\$ 474,180.02

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

#### Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.



B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

#### Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **120 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **180 calendar days** from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$980.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

## Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

## Section 7. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface

conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

#### Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

#### Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion

of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

E. The County shall withhold a five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the Design Professional delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the County will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150

percent of the estimated cost to complete the items on the tentative punch list (the “remaining retainage”). The remaining retainage will be released to the Contractor with final payment. .

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

#### Section 10. Payments Withheld

A. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

A.5 Reasonable indication that the Work will not be completed within the Contract Time;

A.6 Unsatisfactory prosecution of the Work by the Contractor;

A.7 Failure to provide accurate and current "As-Builts"; or

A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

#### Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

#### Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

E. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

### Section 13. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, the Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Soil conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record



documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

C. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

G. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

J.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SHANNON METTY, COUNTY MANAGER, 445 W. PALMER MILL ROAD, MONTICELLO, FL 32344, (850) 342-0223, SMETTY@JEFFERSONCOUNTYFL.GOV.**

#### Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its

fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

#### Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. The Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items

involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Jefferson County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

F. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless

otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

#### Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and 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 the Design Professional 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 the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

#### Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

#### Section 19. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of

suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract

Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

#### Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

#### Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.



B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

## Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

## Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

## Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues

the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 25. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the list, including the cost to complete each item on the tentative punch list. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed

under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

## Section 27. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or

Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

#### Section 28. Tests and Inspections.

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation, and be replaced at Contractor's sole expense.

D. The County shall charge the Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consists of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve the Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

#### Section 29. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. The Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. The Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

#### Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control 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 responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### Section 31. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. 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 said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If the Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

#### Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### Section 33. Use of Premises

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

#### Section 34. Safety



A. Contractor shall be 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:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

#### Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. The Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

#### Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. State Funded Grant Agreement & Supplemental Agreement, Contract No. G2O63

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Jefferson County Manager  
445 West Palmer Mill Road  
Monticello, Florida 32344

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: \_\_\_\_\_

Address (including city, state and zip): \_\_\_\_\_

\_\_\_\_\_

**Name of person with their title to whose**

Attention the notice should be sent: \_\_\_\_\_

Telephone and Fax numbers: \_\_\_\_\_

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contract, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 47. Federal Provisions

47.1. General Federal Provisions. Work issued in a Work Authorization under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Consultant shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

47.1.1. 2 CFR Part 25.110

47.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

47.1.3. Executive Orders 12549 and 12689

47.1.4. 41 CFR Part 60-1(a) and (d)

47.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

47.2. Nondiscrimination Acts and Authorities. For all federally funded SAs, Consultant agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

47.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

47.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

47.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

47.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

47.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

47.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of

age);

47.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

47.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

47.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

47.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

47.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

47.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

47.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

47.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of

Labor – Wage and Hour Division

47.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

47.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded SAs, the Consultant agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

47.3.1. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

47.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

47.3.3. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

47.3.4. Sanctions for Noncompliance. In the event of a consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

47.3.5. Incorporation of Provisions. The Consultant will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

47.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded SAs, Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement. The Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

47.5. Conflict of Interest (2 CFR § 200.112). For all federally funded SAs, the Consultant must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice; (ii) A Consultant's objectivity in performing the work is or might be otherwise impaired; or (iii) The Consultant has an unfair competitive advantage.

47.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Consultant must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

47.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded SAs, the Consultant agrees as follows: (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be



provided setting forth the provisions of this nondiscrimination clause; (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

47.8. Minority/Women Business Enterprise. For all federally funded SAs, Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, the prime contractor will require compliance by all subcontractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
 Florida Department of Transportation  
 Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

47.9. Procurement of Recovered Materials. For all federally funded SAs, Consultant must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

47.10. Environmental and Energy Policies. For all Work Authorizations over the micro-purchase threshold, the Consultant and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

47.11. Clean Air Act and Federal Water Pollution Control Act. In all Work Authorizations funded in excess of \$150,000, the Consultant shall comply with the Clean Air Act as set forth below.

47.11.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387)

47.11.2. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

47.11.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of its subconsultants, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

47.12.1. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

47.12.2. By entering this Agreement, Consultant has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

47.12.3. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 47.12.4. Certification Instructions

47.12.4.1. By signing this Agreement, the Consultant, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

47.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

47.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

47.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

47.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

47.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

47.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

47.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

47.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

47.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

47.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

47.12.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

47.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Consultant agrees to comply with all provisions of the Davis Bacon Act as amended. Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the SA. The decision to award a Work Authorization shall be conditioned upon the acceptance of the wage determination.

47.14. Federal Lobbying. If applicable as set forth in any SA, Consultant who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subconsultant will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subconsultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Consultant.

47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Consultant shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Consultant is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

47.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable Work Authorizations issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Consultant and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

47.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of “funding agreement” under 37 CFR § 401.2, Consultant may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

47.18. Access to Records and Reports. Consultant will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Consultant that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Consultant's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

47.19. Record Retention (2 CFR § 200.33). Consultant will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

47.20. Federal Changes. Consultant will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

47.21. Termination for Default (Breach or Cause). If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

47.22. Termination for Convenience. For any Work Authorization issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

47.23. Safeguarding Personal Identifiable Information (2 CFR §200.82). Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

47.24. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue Work Authorizations containing Federal funding on a cost-plus percentage of cost basis.

47.25. Trafficking Victims Protection Act (2 CFR Part 175). Consultant will comply with the

requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Consultant from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Consultant's violating this provision, without penalty.

47.26. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

47.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Consultants shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

47.27.1. Buy American Certificate (FAR 52.225-2) Consultant certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Consultant shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

47.27.2. Foreign End Products: Line-Item No. Country of Origin

47.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

47.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

47.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Consultant and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

47.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Consultant shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

47.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Consultant shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

47.32. Never Contract With The Enemy (2 CFR Part 183). For Work Authorizations funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

47.33. Federal Agency Seals, Logos and Flags. Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.



47.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the resulting contract.

47.35 Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

Section 48. United States -Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: C.W. Roberts Contracting, Inc.

ATTEST:

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed)

Its: \_\_\_\_\_ (Title)

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

Witness:

Its:

President/Corporate Secretary/Witness  
[Corporate Seal]

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

\_\_\_\_\_  
2nd Witness (if not incorporated)

**OWNER:** Board of County Commissioners of Jefferson County, Florida

(SEAL)

By: \_\_\_\_\_  
Austin Hosford, Chair

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

ATTEST:

\_\_\_\_\_  
Cecil “Trey” Hightower, Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Kirsten H. Mood, County Attorney

## LEGAL ADVERTISEMENT

### JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

#### INVITATION TO BID 2025-04

#### FOR:

#### **CR 158 Old Lloyd Road Resurfacing from 500' E of Lloyd Creek to I-1 Overpass**

**Advertisement Begin Date: April 23, 2025**

**Bids Due Date/Time: May 28, 2025 @ 3:00 p.m. EST**

The Jefferson County Board of County Commissioners ("County") is seeking bids from qualified Contractors to resurface CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass.

This project consists of resurfacing 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass. The existing roadway will be resurfaced. Improvements to the signage and striping will be made as well.

Sealed proposals for the above-described construction project will be received at the **Jefferson County Manager's Office, Attn: Gustavo Rojas, 445 W. Palmer Mill Rd., Monticello, Florida 32344, until May 29, 2025 @ 3:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete solicitation package, which contains additional information regarding this solicitation and instructions related to submitting a bid, from the Jefferson County website at [www.jeffersoncountyfl.gov](http://www.jeffersoncountyfl.gov) or by contacting the County Manager's Office at:

Gustavo Rojas  
[grojas@jeffersoncountyfl.gov](mailto:grojas@jeffersoncountyfl.gov)  
(850) 342-0223

All inquiries and requests for clarification concerning the solicitation shall be submitted in writing and in accordance with the solicitation. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager's Office at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech

impaired, please contact the County Manager's Office via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS



**INTENT AND GENERAL INFORMATION**

**INVITATION TO BID NO: 2025-04  
CR 158 OLD LLOYD ROAD RESURFACING PROJECT – FROM 500' E OF  
LLOYD CREEK TO I-10 OVERPASS**

**BID ADVERTISE DATE: April 23, 2025**

**BID RELEASE DATE: April 23, 2025**

**RESPONSE DUE DATE AND TIME: May 28, 2025 @ 3:00 PM EST**

**MAIL OR DELIVER RESPONSE TO:**

***(Hand-delivery or express mail services)***

Jefferson County Board of County Commissioners

ATTN: ITB 2025-04

445 W. Palmer Mill Rd.

Monticello, FL 32344

**Contact:**

COUNTY MANAGER'S OFFICE

Gustavo Rojas

445 W. Palmer Mill Rd.

Monticello, FL 32344

850-342-0223

[grojas@jeffersoncountyfl.gov](mailto:grojas@jeffersoncountyfl.gov)

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### **INTENT AND GENERAL INFORMATION**

Jefferson County, Florida through Invitation to Bid No. **2025-04** is soliciting bids from qualified businesses registered to do business in the State of Florida to provide resurfacing of Old Lloyd Road from 500' E of Lloyd Creek to I-10 Overpass.

This project consists of 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-10 Overpass. The travel lanes will remain 11' lanes, the existing roadway will be resurfaced. Improvements to the signage and striping will be made as well. Contractor is responsible for complying with Florida Department of Transportation (FDOT) Standard Specifications. Bidders must be an FDOT prequalified contractor.

This project is funded by a FDOT County Incentive Grant Program (CIGP) subject to the terms of State Funded Grant Agreement, Contract No. G3145, as amended. Bidders are responsible for complying with the requirements therein.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Jefferson County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the County in response to this ITB.

If this ITB is amended, the County Manager's Office will issue an appropriate addendum to the ITB. Any addendums will be posted on the County Website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder



ITB 2025-04  
INTENT AND GENERAL INFORMATION  
CR 158 Old Lloyd Road from 500' East of Old Lloyd Creek to I-10 Overpass

in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

The ITB and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-342-0223. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.0 of the ITB.

**ADA –Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager's Office at 850-342-0223 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

**SECTION 1.0 SCHEDULE OF EVENTS**

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

***All times listed in the Schedule of Events are Eastern Standard Time (EST).***

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Bid Advertisement Date	April 23, 2025
Release of Invitation to Bid	April 23, 2025
Bid Questions Due from Prospective Bidder	May 7, 2025
Responses to bid questions due	May 9, 2025
BIDS DUE TO BOCC	<b>May 28, 2025 @ 3:00 P.M.</b>
Posting of Intended Award	May 28, 2025
Board Consideration of Intended Award	June 5, 2025
Posting of Notice of Award	June 6, 2025

**SECTION 2.0 BID QUESTIONS**

All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Gustavo Rojas, [grojas@jeffersoncountyfl.gov](mailto:grojas@jeffersoncountyfl.gov) or mailed to 445 W. Palmer Mill Rd., Monticello, FL 32344.

Questions and responses will be posted on the County's Website and, if necessary, an Addendum or Addenda will be issued.

### **SECTION 3.0 SCOPE OF WORK**

This project consists of 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass. The travel lanes will remain 11' lanes, the existing roadway will be resurfaced. Improvements to the signage and striping will be made as well.

Work on the project shall be substantially completed within 150 calendar days from the Commencement Date established in the Notice to Proceed to be issued by the County to the awarded bidder. Work shall be fully completed and ready for final acceptance by the County within 180 calendar days from the Commencement Date.

### **SECTION 4.0 RECEIPT AND OPENING OF THE BID**

- 4.1 All Bids received will be recorded and date stamped at the Jefferson County office located at 445 W. Palmer Mill Rd., Monticello FL. The responsibility for submitting the Bid to the County Manager's Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
- 4.2 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after **3:00 P.M. on May 28, 2025** unless otherwise changed through the issuance of an addendum to this ITB.
- 4.3 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.
- 4.4 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
- 4.5 All timely bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e. date Bids are due) or as modified by addendum.

### **SECTION 5.0 CONE OF SILENCE**

- 5.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of **April 23, 2025**, and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.

- 5.2 A prospective Respondent shall not have any communication with any of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Jefferson County Government, which includes the Jefferson County Sheriff's Office, nor any members of the Evaluation Committee, either individually or collectively, concerning this project. Contractor/Respondent or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.
- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).
- 5.4 The Cone of Silence shall not apply to:
- a) Communications at the pre-bid meeting.
  - b) Communications during contract negotiations between designated County employees and the intended Vendor.
  - c) Communication with a Vendor by a County employee following Competitive Procurement opening to clarify the Vendor's Response.
  - d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the County Manager's Office, and County Attorney's Office concerning the challenge.

## **SECTION 6.0 BID RESPONSE REQUIREMENTS**

- 6.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 6.2 Bids not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

- 6.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.
- 6.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
  - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
  - c. Individual shall show the Bidder's name and business address.
  - d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 6.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <https://www.dos.myflorida.com/>.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid.

Bidder's state contractor license number, if any, shall also be shown on the Proposal Transmittal Form (Bid Form 1).

- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 6.11 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

## **SECTION 7.0 EVALUATION OF BIDS AND SELECTION PROCESS**

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 7.2 The county may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
  - a. Ability, capacity and skill of the Bidder to perform the contract.
  - b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
  - c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
  - d. Quality of performance of previous contracts.
  - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.

- f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
  - g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
  - h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
  - i. Number and scope of conditions attached to the bid or quote.
  - j. Qualifications of personnel, licensing and corporate qualifications.
  - k. Evidence of improper litigation.
  - l. Use of one or more subcontractors with a record of poor performance.
- 7.2.1 For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.
- 7.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in its best interest.
- 7.3 The County reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 7.3.1 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 7.3.2 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- 7.3.3 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. The apparent low, responsible, responsive bidder will be required to provide a list of similar projects completed in the last five years including the project description, location, dates, and team members, an organizational profile of the company with a list of professional staff, years with the company, a statement of qualifications and copies of professional certifications and licenses held prior to any Board of County Commissioners consideration of an award. Failure to provide this information will result in the Bidder being designated not responsible.
- 7.3.4 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 7.3.5 If the Contract is to be awarded, the County will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.
- 7.4 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Jefferson Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.5 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

Step 1 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the

Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

**Step 2 Coin Flip:**

At the conclusion of Step 1, if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.5.1 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 7.6 When the County gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Bidder.

**SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 8.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix B, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.
- 8.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Bidders at its discretion.



- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the County.

## **SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)**

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

### **9.1 Definitions**

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

**Award** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

**Bid Bond** means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

**Bidder** means any firm, individual or organization submitting a Bid in response to this ITB.

**Cone of Silence** is the prohibition of any communication between a Vendor and a County officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the County's designated representative noted in the Competitive Procurement documents.

**Contract** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

**County** means the Jefferson Board of County Commissioners (BOCC) and its employees.

**ITB** means this document, its attachments and any document hereinafter incorporated by reference.

**Local Business** means a business that has a current business tax receipt issued by Jefferson County, if required, and has its principal office located within Jefferson County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

**Notice to Proceed (NTP)** Authorization/letter that will inform the Contractor of the date

that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

**Successful Bidder** means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

**Payment Bond** means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County.

**Performance Bond** means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County

**Work or SOW** means the scope of work and/or services.

## **9.2 Florida Public Records Law and Confidentiality**

- 9.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 9.2.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 9.2.3 Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Bidder’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for

all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

### **9.3 Procurement Challenges**

Any Bidder who desires to formally protest may do so on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the County within 72 hours after posting of the intended recommendation of award. A formal written bid challenge shall be filed within 5 working days in the County Manager's Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest. Furthermore, bidders who would not be awarded the subject contract even if the protest were successful lack standing.

The notice of intent of bid challenge shall contain at a minimum: the name of the bidder, the bidder's address, fax number, and phone number, the name of the bidder's representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder. The County Manager shall, within ten (10) working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the County Manager's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the County.

Nothing herein relinquishes the County's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decision of the Board shall be final.

#### **9.4 Construction and Venue**

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida
- b. Contract
- c. ITB and all of its addendums and attachments
- d. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Jefferson County, Florida, United States.

#### **9.5 Contract**

9.5.1 The Successful Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Bid Proposal Form 4. The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the bid question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

#### **9.6 Insurance Requirements and Bond Requirements**

##### **9.6.1 Insurance Verification Requirements – See Appendix B, Section 4.**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1. Worker's Compensation
  - 1.) State Statutory

2.)	Employer's Liability	\$100,000 each accident \$500,000 policy aggregate
2.	Business Automobile	\$500,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$500,000 each occurrence (A combined single limit)

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy

will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

#### **9.6.2 Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

#### **9.6.3 Bond Requirements – See Appendix B, Section 4 and Exhibits D and E thereof.**

ITB 2025-04  
INTENT AND GENERAL INFORMATION  
CR 158 Old Lloyd Road from 500' East of Old Lloyd Creek to I-10 Overpass

The successful bidder must provide Performance and Payment Bonds in the amount of 100% of the contract amount.

## **CONSTRUCTION AGREEMENT**

JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344 (the "County"), hereby contracts with \_\_\_\_\_ (the "Contractor") [Insert Address], an FDOT prequalified contractor licensed to perform all work in the State of Florida in connection with the County's Project **CR 158 Old Lloyd Road from 500' E of Lloyd Creek Road to I-10 Overpass, Project No. 451753-1-54-01** (the "Project"), as said work is set forth in the Plans and Specifications prepared by **Southeastern Engineers, Inc.**, the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

### Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #2025-04 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

G. Construction services provided by Contractor for the Project shall be under the general direction of **Shannon Metty, County Manager**, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

## Section 2. Scope of Work.

A. This project consists of 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass. The travel lanes will remain 11' lanes, the existing roadway will be resurfaced. Improvements to the signage and striping will be made as well. The Contractor agrees to furnish and for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.



Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **[Insert Amount]** or in WORDS: **[Insert Amount]**. The cost proposal is on the following page.

**The remainder of this page is intentionally left blank**

**[Insert Cost Proposal]**

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

#### Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

#### Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **120 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **180 calendar days** from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$980.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface

conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

#### Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

#### Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion

of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

E. The County shall withhold a five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the Design Professional delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the County will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150

percent of the estimated cost to complete the items on the tentative punch list (the “remaining retainage”). The remaining retainage will be released to the Contractor with final payment. .

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

#### Section 10. Payments Withheld

A. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

A.5 Reasonable indication that the Work will not be completed within the Contract Time;

A.6 Unsatisfactory prosecution of the Work by the Contractor;



- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

#### Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

#### Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

E. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

### Section 13. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Soil conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record

documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

C. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

G. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

J.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SHANNON METTY, COUNTY MANAGER, 445 W. PALMER MILL ROAD, MONTICELLO, FL 32344, (850) 342-0223, SMETTY@JEFFERSONCOUNTYFL.GOV.**

#### Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its

fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

#### Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items

involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Jefferson County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

F. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless

otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

#### Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and 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 the Design Professional 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 the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

#### Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.



B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

#### Section 19. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by

any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County.

The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

#### Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

#### Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated

in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

## Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

## Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

## Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or

commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

## Section 25. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### Section 26. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the list, including the cost to complete each item on the tentative punch list. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's

certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Built, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

## Section 27. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.



Section 29. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the

provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

#### Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control 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 responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### Section 31. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. 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 said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

#### Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### Section 33. Use of Premises

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

#### Section 34. Safety

A. Contractor shall be 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:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

#### Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

#### Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond

- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. State Funded Grant Agreement, Contract No. G2O63

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Jefferson County Manager  
445 West Palmer Mill Road  
Monticello, Florida 32344

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: \_\_\_\_\_  
Address (including city, state and zip): \_\_\_\_\_  
\_\_\_\_\_

**Name of person with their title to whose**

Attention the notice should be sent: \_\_\_\_\_  
Telephone and Fax numbers: \_\_\_\_\_

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contract, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 47. Federal Provisions

47.1. General Federal Provisions. Work issued in a Work Authorization under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Consultant shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

47.1.1. 2 CFR Part 25.110

47.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

47.1.3. Executive Orders 12549 and 12689

47.1.4. 41 CFR Part 60-1(a) and (d)

47.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

47.2. Nondiscrimination Acts and Authorities. For all federally funded SAs, Consultant agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

47.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

47.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

47.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

47.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

47.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

47.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

47.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);



47.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

47.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

47.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

47.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

47.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

47.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

47.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

47.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work

environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

47.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded SAs, the Consultant agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

47.3.1. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

47.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

47.3.3. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

47.3.4. Sanctions for Noncompliance. In the event of a consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

47.3.5. Incorporation of Provisions. The Consultant will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

47.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded SAs, Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement. The Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

47.5. Conflict of Interest (2 CFR § 200.112). For all federally funded SAs, the Consultant must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice; (ii) A Consultant's objectivity in performing the work is or might be otherwise impaired; or (iii) The Consultant has an unfair competitive advantage.

47.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Consultant must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

47.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded SAs, the Consultant agrees as follows: (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining Contract

or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

47.8. Minority/Women Business Enterprise. For all federally funded SAs, Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, the prime contractor will require compliance by all subcontractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

47.9. Procurement of Recovered Materials. For all federally funded SAs, Consultant must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that

contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

47.10. Environmental and Energy Policies. For all Work Authorizations over the micro-purchase threshold, the Consultant and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

47.11. Clean Air Act and Federal Water Pollution Control Act. In all Work Authorizations funded in excess of \$150,000, the Consultant shall comply with the Clean Air Act as set forth below.

47.11.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387)

47.11.2. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

47.11.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of its subconsultants, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

47.12.1. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

47.12.2. By entering this Agreement, Consultant has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

47.12.3. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 47.12.4. Certification Instructions

47.12.4.1. By signing this Agreement, the Consultant, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

47.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

47.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

47.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

47.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

47.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

47.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

47.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

47.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

47.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

47.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

47.12.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

47.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Consultant agrees to comply with all provisions of the Davis Bacon Act as amended. Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the SA. The decision to award a Work

Authorization shall be conditioned upon the acceptance of the wage determination.

47.14. Federal Lobbying. If applicable as set forth in any SA, Consultant who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subconsultant will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subconsultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Consultant.

47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Consultant shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Consultant is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

47.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable Work Authorizations issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Consultant and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

47.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of “funding agreement” under 37 CFR § 401.2, Consultant may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

47.18. Access to Records and Reports. Consultant will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Consultant that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Consultant’s personnel during normal business hours for the purpose of interview and



discussion related to such documents. This right of access shall continue as long as records are retained.

47.19. Record Retention (2 CFR § 200.33). Consultant will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

47.20. Federal Changes. Consultant will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

47.21. Termination for Default (Breach or Cause). If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

47.22. Termination for Convenience. For any Work Authorization issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

47.23. Safeguarding Personal Identifiable Information (2 CFR §200.82). Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

47.24. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue Work Authorizations containing Federal funding on a cost-plus percentage of cost basis.

47.25. Trafficking Victims Protection Act (2 CFR Part 175). Consultant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Consultant from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Consultant's violating this provision, without penalty.

47.26. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

47.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Consultants shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

47.27.1. Buy American Certificate (FAR 52.225-2) Consultant certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Consultant shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

47.27.2. Foreign End Products: Line-Item No. Country of Origin

47.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

47.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

47.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Consultant and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

47.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Consultant shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

47.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Consultant shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

47.32. Never Contract With The Enemy (2 CFR Part 183). For Work Authorizations funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

47.33. Federal Agency Seals, Logos and Flags. Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

47.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the resulting contract.

47.35 Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided

specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

Section 48. United States -Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

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## LEGAL ADVERTISEMENT

### JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

#### INVITATION TO BID 2025-04

#### FOR:

**CR 158 Old Lloyd Road Resurfacing from 500' E of Lloyd Creek to I-1 Overpass**

**Advertisement Begin Date: April 23, 2025**

**Bids Due Date/Time: May 28, 2025 @ 3:00 p.m. EST**

The Jefferson County Board of County Commissioners ("County") is seeking bids from qualified Contractors to resurface CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass.

This project consists of resurfacing 1.62 miles of CR 158 Old Lloyd Road from 500' E of Lloyd Creek to I-1 Overpass. The existing roadway will be resurfaced. Improvements to the signage and striping will be made as well.

Sealed proposals for the above-described construction project will be received at the **Jefferson County Manager's Office, Attn: Gustavo Rojas, 445 W. Palmer Mill Rd., Monticello, Florida 32344, until May 28, 2025 @ 3:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete solicitation package, which contains additional information regarding this solicitation and instructions related to submitting a bid, from the Jefferson County website at [www.jeffersoncountyfl.gov](http://www.jeffersoncountyfl.gov) or by contacting the County Manager's Office at:

Gustavo Rojas  
[grojas@jeffersoncountyfl.gov](mailto:grojas@jeffersoncountyfl.gov)  
(850) 342-0223

All inquiries and requests for clarification concerning the solicitation shall be submitted in writing and in accordance with the solicitation. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the County Manager's Office at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

**BID PROPOSAL FORM 1:**  
**PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Board of County Commissioners, Jefferson County, reserves the right to accept or reject any and/or all proposals in the best interest of Jefferson County.

Austin Hosford,  
Chairman

This Proposal in response to ITB 2024-10 is submitted by the below named firm/individual by the undersigned authorized representative.

C. W. Roberts Contracting, Inc.  
(Firm Name)

BY [Signature]  
(Authorized Representative)

Evan Dicenso  
(Printed or Typed Name)

ADDRESS 3660 Hartsfield Road Tallahassee, FL 32303

TELEPHONE 850-385-5060

E-MAIL edicenso@cwrrcontracting.com

FEID # 59-1683951

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: General Contractor's License NUMBER: CGC 1505785

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

To: BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 3-19-25 Initials [Signature]

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

**INSERT SUNBIZ INFORMATION HERE:**

**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 493846

**Entity Name:** C. W. ROBERTS CONTRACTING, INCORPORATED**Current Principal Place of Business:**3660 HARTSFIELD ROAD  
TALLAHASSEE, FL 32303**Current Mailing Address:**P.O. BOX 16279  
TALLAHASSEE, FL 32317 US**FEI Number:** 59-1683951**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**CAPITOL CORPORATE SERVICES, INC.  
515 EAST PARK AVENUE  
2ND FL  
TALLAHASSEE, FL 32301 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title            PRESIDENT  
Name            FLOWERS, ROBERT P  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            C  
Name            FLEMING, NED  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            VP, ASST. SECRETARY, TREASURER  
Name            MATTESON, MARK R  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            VP  
Name            SAVOY, STUART  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            VP  
Name            RILEY, CHRIS  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            VP  
Name            STRAIN, JAMES(JIMMY) A  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            V.P.  
Name            ARMSTRONG, M. BRETT  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title            VST  
Name            STEELE, MATTHEW  
Address        P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE: ROBERT P. FLOWERS****PRESIDENT****01/10/2025**

Electronic Signature of Signing Officer/Director Detail

Date



**Officer/Director Detail Continued :**

Title V  
Name MORETZ, JAMES W  
Address PO BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title CEO  
Name SMITH, FRED J III  
Address P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title AS  
Name QUIRK, MORGAN  
Address P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title AS  
Name BROOKS, J RYAN  
Address P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title V  
Name HOFFMAN, GREGORY A  
Address P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

Title VP  
Name CARDEN, MATTHEW  
Address P.O. BOX 16279  
City-State-Zip: TALLAHASSEE FL 32317

**BID PROPOSAL FORM 2:**  
**BASIS OF BID**  
**JEFFERSON COUNTY**

Full Company Name of Bidder: C. W. Roberts Contracting, Inc.

Main Business Address: 3660 Hartsfield Road Tallahassee, FL 32303  
(including city, state and zip)

Business Telephone and Fax Numbers: 850-385-5060 850-385-5420

Contact Name: Evan Dicenso

State Contractor's License# CGC 1505785

## **Basis of Bid**

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

ITB 2025-04  
CR 158 Old Lloyd Road from 500' East of Old Lloyd Creek to I-10 Overpass  
BID PROPOSAL FORMS

ROADWAY CONSTRUCTION (FPID No. 451753-1-64-01)					
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
<b>GENERAL COSTS</b>					
101-1	MOBILIZATION	LS	1.00	\$20,000.00	\$20,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$20,000.00	\$20,000.00
110-1-1	CLEARING & GRUBBING	LS	1.00	\$10,000.00	\$10,000.00
SUBTOTAL					\$50,000.00 -
<b>ROADWAY</b>					
120-2-2	Borrow Excavation	CY	318.43	\$30.00	\$9,552.90
285-70-1	Optional Base, Base Group 01	SY	394.66	\$7.60	\$2,999.42
327-70-5	Mill Existing Asphalt Pavement, 2.0" Depth	SY	768.64	\$7.50	\$5,764.80
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	2368.48	\$125.00	\$296,060.00
339-1	Miscellaneous Asphalt	TN	6.38	\$650.00	\$4,147.00
536-1-1	Guardrail -Roadway, General TL-3	LF	100	\$33.70	\$3,370.00
536-85-24	Guardrail End Treatment - Parallel Approach Terminal	EA	4	\$3,933.50	\$15,734.00
570-1-1	Performance Turf	SY	483.33	\$3.40	\$1,643.32
570-1-2	Performance Turf, Sod	SY	5094.83	\$3.40	\$17,322.42
104-10-3	Sediment Barrier	LF	17563.16	\$0.30	\$5,268.95
SUBTOTAL					\$ 361,862.81 -
<b>SIGNING &amp; PAVEMENT MARKINGS</b>					
700-1-11	Single Post Sign, F&I Grount Mount, Up to 12SF	AS	5	\$545.00	\$2,725.00
700-1-60	Single Post Sign, Remove	AS	5	\$54.60	\$273.00
705-10-2	Object Marker, Type 2	EA	4	\$71.00	\$284.00
706-1-3	Raised Pavement Marker, Type B Y/Y	EA	215	\$4.35	\$935.25
710-11-101	Painted Pavement Markings, Standard, White, Solid, 6"	GM	3.23	\$1,674.11	\$5,407.38
710-11-125	Painted Pavement Markings, Standard, White, Solid, 24"	LF	13	\$5.45	\$70.85
710-11-160	Painted Pavement Markings, Standard, White, Message, "STOP"	EA	1	\$71.00	\$71.00
710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	GM	2.54	\$1,637.50	\$4,159.25
710-11-231	Painted Pavement Markings, Standard, Yellow, Skip, 6"	GM	0.33	\$1,092.00	\$360.36
711-16-101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	GM	3.23	\$6,441.00	\$20,804.43
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	13	\$10.90	\$141.70
711-11-160	Thermoplastic, Standard, White, Message	EA	1	\$245.75	\$245.75
711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	GM	2.54	\$6,550.00	\$16,637.00
711-16-231	Thermoplastic, Standard-Other Surfaces, Yellow, Skip, 6"	GM	0.33	\$3,275.00	\$1,080.75
711-17-1	Thermoplastic, Remove Existing Thermoplastic Pavement Markings-Surface	SF	28	\$10.90	\$305.20
546-72-3	8" Ground-In Rumble Strips, Sinusoidal	GM	3.23	\$2,729.50	\$8,816.29
SUBTOTAL					\$62,317.21 -
TOTAL					\$474,180.02 -
<b>ALTERNATE 1: 1.5" OVERLAY</b>					
327-70-6	Mill Existing Asphalt Pavement, 1 1/2" Depth	SY	768.64	\$7.60	\$5,841.66
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	1776.36	\$135.00	\$239,808.60
TOTAL					\$245,650.26 -

**\*\*The bid price for each item will be totaled together for a total bid price. The bidder with the lowest COMBINED TOTAL of THE BASE BID will be considered the apparent low bidder.**

**NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

C.W. Roberts Contracting, Inc.  
3660 Hartsfield Road  
Tallahassee, FL 32303

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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

### OWNER:

(Name, legal status and address)

Jefferson County Board of County Commissioners  
445 W. Palmer Mill Rd.  
Monticello, FL 32344

### Mailing Address for Notices

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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

**BOND AMOUNT:** \$ Five Percent of the Amount of the Bid - (5% AOTB)

### PROJECT:

(Name, location or address, and Project number, if any)

ITB 2025-04

CR 158 Old Lloyd Road from 500' East of Old Lloyd Creek to I-10 Overpass

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.

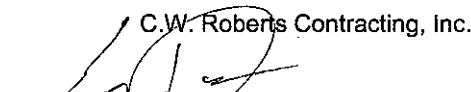
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

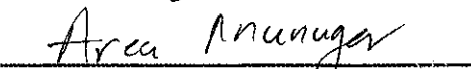
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 28th day of May, 2025.

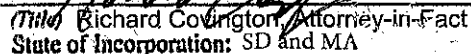
  
(Witness)

  
(Witness) Kelly M. Coleman

  
(Principal) (Seal)

  
(Title) Area Manager  
Western Surety Company and  
Liberty Mutual Insurance Company

(Surety) (Seal)

  
(Title) Richard Covington, Attorney-in-Fact  
State of Incorporation: SD and MA  
Limit of Liability: \$ 5% AB

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marc W Boots, Vickie Lacy, Richard Covington, Ryan Varela, Ashley Koletar, Jacob Boots, Maria D Zuniga, Joseph R Aulbert, Stephanie Moore Harold, Michael Garcia, Melanie Salinas, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2025.



WESTERN SURETY COMPANY

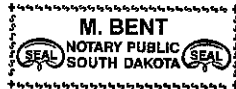
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of March, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213056-022004**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aulbert, Jacob Boots, Marc W. Boots, Richard Covington, Michael Garcia, Susan Golla, Stephanie Moore Harold, Ashley Kolctar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young, Maria D. Zuniga

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 30th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**BID PROPOSAL FORM 3:**  
**LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED**

<b>Subcontract 1</b> <b>Name:</b> Emerald Coast Striping <b>City/State/Zip</b> 4454 Entropot Blvd, Tallahassee, FL 32310 <b>Services to Perform and Percentage:</b> Painted Pavement Markings
<b>Subcontract 2</b> <b>Name:</b> Delacy Farm Sod, Inc. <b>City/State/Zip</b> 93 Peavy Road, Havana, FL 32333 <b>Services to Perform and Percentage:</b> Grassing
<b>Subcontract 3</b> <b>Name:</b> AMCE Barricades <b>City/State/Zip</b> 1675 Commerce Blvd, Midway, FL 32343 <b>Services to Perform and Percentage:</b> Construction Signs and Permanent Signs
<b>Subcontract 4</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 5</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 6</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>

**BID PROPOSAL FORM 4:  
COMMENTS ON PROPOSED CONTRACT**

\*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

<b><u>Comments on Proposed Contract</u></b>
<b>Contract Provision at Issue</b>
N/A
<b>Objection by Bidder</b>
N/A
<b>Suggested Resolution</b>
N/A

**BID PROPOSAL FORM 5: QUALIFICATION QUESTIONNAIRE**

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?

493846

2. How many years has your organization been in business as a Contractor?

49

3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this Work and completion on schedule?

Jefferson Co. Stabilization of Private Roads

T3916 Pensacola St & Stadium Dr

These will not interfere with the start of this work and completion on schedule.

4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.

- a. Name of Project: East Ivan Rd Resurfacing Project  
Owner/Engineer: Wakulla Co. Telephone No.: 850-926-0400  
Address: 3093 Crawfordville Hwy, Crawfordville, FL 32327  
Date Started: 12/15/2020 Date Completed: 6/28/2021 Contract Value: \$788,604.55  
Team Members: \_\_\_\_\_

Description of Project: Resurfacing of E Ivan Rd

- b. Name of Project: Cessna Drive in Gulf County  
Owner/Engineer: Gulf County / Dewberry Telephone No.: 850-229-6106

Address: 1000 Cecil G Costin Sr Blvd #302, Port St Joe, FL 32456  
Date Started: 5/24/2023 Date Completed: 9/28/2023 Contract Value: \$788,141.50  
Team Members: \_\_\_\_\_

Description of Project: New Roadway construction for 0.92 miles

c. Name of Project: Bristol City Streets SCOP  
Owner/Engineer: City of Bristol / Dewberry Telephone No.: 850-643-2261  
Address: 12444 NW Virginia G Weaver St, PO Box 207, Bristol, FL 32321  
Date Started: 6/6/2022 Date Completed: 9/16/2022 Contract Value: \$336,467.00  
Team Members: \_\_\_\_\_

Description of Project: Resurfacing of multiple streets in the City of Bristol

5. List any additional references you would like to include outside of projects similar in scope to this one

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Owner/Engineer: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_

6. List the projects completed within Jefferson County in the past (3) years.

FDOT T3877 SR 57

7. Have you ever failed to complete work awarded to you? If so, where and why?

No

8. Bidders must disclose and provide a description of any and all conflicts occurring in the past seven (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to, payment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative proceedings, claims or threatened claims on bonds, and other matters that may call into question the Bidder's ability to assure a quality and good faith performance. Poor or unacceptable past performance may result in a Bidder being deemed "not responsible." Failure to disclose relevant Conflict information may result in termination for a breach of contract.

List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

None

9. State the true and exact, correct, and complete name under which you do business. BIDDER IS (select one):

☐☐☒

**A SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION**

C. W. Roberts Contracting, Inc.

(Bidder Name)

3660 Hartsfield Road Tallahassee, FL 32303

(Address)

By Evan Dicenso (Printed name of person authorized to sign)

Area Manager

(Title)

(Authorized Signature)

Phone No.: 850-385-5060

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

---

Robert Flowers, President

---

Matt Carden, Vice President

---

Matt Steele, Chief Financial officer

---



Evan Dicenso Area Manager

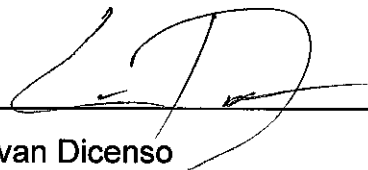
5-28-2025

Signature and Title of Person Submitting Application

Date

**BID PROPOSAL FORM 6 - INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed:  \_\_\_\_\_  
Name: Evan Dicenso  
Title: Area Manager  
Firm: C. W. Roberts Contracting, Inc.

**BID PROPOSAL FORM 7 - 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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Jefferson County Board of County Commissioners

By : Evan Dicenso Area Manager  
[Print individual's name and title]

for C. W. Roberts Contracting, Inc.  
[Print name of entity submitting sworn statement]

Whose business address is: 3660 Hartsfield Road Tallahassee, FL 32303

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1683951

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

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



ITB 2025-04  
CR 158 Old Lloyd Road from 500' East of Old Lloyd Creek to I-10 Overpass  
BID PROPOSAL FORMS

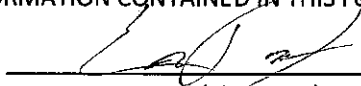
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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.]

  X   Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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.

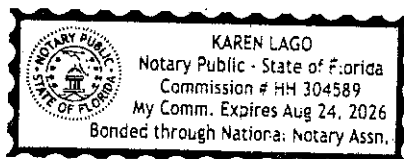
       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing 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 contractor 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 28 <sup>May</sup> day of, 2025

Personally known   X   OR Produced identification \_\_\_\_\_  
(Type of identification)



Karen Lago  
NOTARY PUBLIC

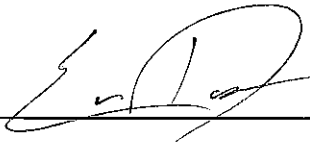
Notary Public - State of Florida

My commission expires: 08/24/26

Printed, typed, or stamped commissioned name of notary public

**BID PROPOSAL FORM 8 - EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:  \_\_\_\_\_  
Name: Evan Dicenso  
Title: Area Manager  
Firm: C. W. Roberts Contracting, Inc.  
Address: 3660 Hartsfield Road Tallahassee, FL 32303

**BID PROPOSAL FORM 9 - DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR C. W. Roberts Contracting, Inc. TITLE Area Manager Evan Dicenso

AUTHORIZED SIGNATURE  DATE 5-28-2025

**BID PROPOSAL FORM 10 - DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Jefferson County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Jefferson County:

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

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

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

  
Name **Evan Dicenso** Area Manager

C. W. Roberts Contracting, Inc.  
Company

5-28-2025

Date

**BID PROPOSAL FORM 11 - NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Jefferson County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

C. W. Roberts Contracting, Inc.

(Name of Corporation, Partnership, Individual, etc.)

a, corporation formed under the laws of Florida  
(Type of Business) (State or Province)

of which he is Area Manager  
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Jefferson County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Evan Dicenso

AFFIANT'S NAME

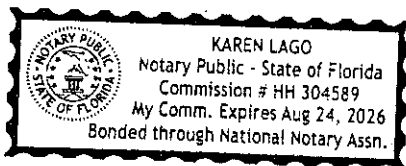
Area Manager

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 28 day of May 2023

Personally Known X or Produced Identification \_\_\_\_\_

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



Karen Lago  
Notary Public  
Karen Lago

(Print, Type or Stamp Commissioned Name of Notary Public)

**BID PROPOSAL FORM 12 - ETHICS CLAUSE**

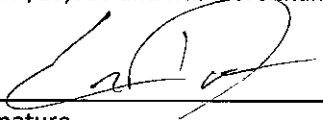
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

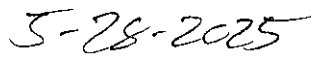
If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

**Evan Dicenso**  
\_\_\_\_\_  
Name of Authorized Individual

  
\_\_\_\_\_  
Date

**C. W. Roberts Contracting, Inc.**  
\_\_\_\_\_  
Name of Company/Organization

**3660 Hartsfield Road Tallahassee, FL 32303**  
\_\_\_\_\_  
Address of Company/Organization

1000 C

**BID PROPOSAL FORM 13**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Area Manager Evan Dicenso

Title

C. W. Roberts Contracting, Inc.

Contractor/Firm

3660 Hartsfield Road Tallahassee, FL 32303

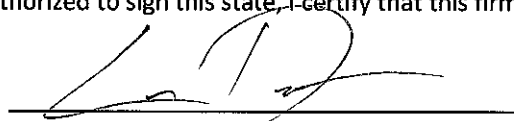
Address

**BID PROPOSAL FORM 14 - E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, 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; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE:



NAME:

Evan Dicenso

TITLE:

Area Manager

DATE:

5-28-2025



**BID PROPOSAL FORM 15**  
**REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION**

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Jefferson County, Florida, its Officers, employees and volunteers)  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Jefferson County, Florida, its officers, employees and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.


Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Evan Dicenso  
Typed or Printed

Signature 

Date 5-28-2025

Title Area Manager  
(Company Risk Mgr or Mgr with Risk Authority)

**BID PROPOSAL FORM 16**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**


The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature/Authorized Certifying Official

5-28-2025  
Date

Evan Dicenso Area Manager  
\_\_\_\_\_  
Printed or Typed Name and Title


1000 Cecil G **BID PROPOSAL FORM 17**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

***DIRECTIONS:*** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Jefferson County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Evan Dicenso (insert name) as Area Manager (insert title) on behalf of C. W. Roberts Contracting, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

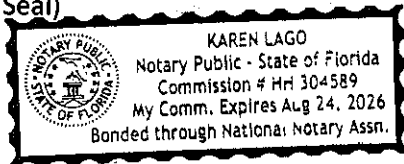
1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. C. W. Roberts Contracting, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, C. W. Roberts Contracting, Inc. (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

  
Printed Name: Evan Dicenso  
Title: Area Manager  
Nongovernmental entity: C. W. Roberts Contracting, Inc.  
Date: 5-28-2025

CR 158 Old Lloyd Road from 500' East of Old Lloyd Creek to I-10 Overpass  
BID PROPOSAL FORMSSTATE OF Florida  
COUNTY OF LibertySWORN TO AND SUBSCRIBED before me K in person or \_\_\_\_\_ remote notarization by  
\_\_\_\_\_ as Evan Dicenso on behalf of  
CW Roberts Contracting who is personally known to me or who produced  
\_\_\_\_\_ as identification this 28 day of May, 2025.Karen Lago  
Notary Public

(Notary Seal)



CR 158 OLD LLOYD ROAD RESURFACING PROJECT – FROM 500' E OF LLOYD CREEK TO I-10  
OVERPASS  
ITB 2025-04  
ADDENDUM NO. 1  
Exhibit B

JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS



ADDENDUM NO. 1 TO  
INVITATION TO BID NO: 2025-04  
CR 158 OLD LLOYD ROAD RESURFACING PROJECT – FROM 500' E OF  
LLOYD CREEK TO I-10 OVERPASS  
Issued May 19, 2025

**SECTION 1.0 SCHEDULE OF EVENTS**

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

*All times listed in the Schedule of Events are Eastern Standard Time (EST).*

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Bid Advertisement Date	April 23, 2025
Release of Invitation to Bid	April 23, 2025
Bid Questions Due from Prospective Bidder	May 7, 2025
Responses to bid questions due	May 9, 2025
BIDS DUE TO BOCC	<b>May 28, 2025 @ 3:00 P.M.</b>
Posting of Intended Award	May 28, 2025
Board Consideration of Intended Award	June 5, 2025
Posting of Notice of Award	June 6, 2025

This addendum is being posted to inform prospective bidders of questions received.

1. What is the engineer budget estimate?

**A: \$653,495.96.**

Is there a proposed budget for this project?

**A: \$685,264.00**



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

February 03, 2025

C.W. ROBERTS CONTRACTING, INC.  
3660 HARTSFIELD ROAD  
TALLAHASSEE, FLORIDA 32303

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

# *State of Florida*

## *Department of State*

I certify from the records of this office that C. W. ROBERTS CONTRACTING, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 19, 1976.

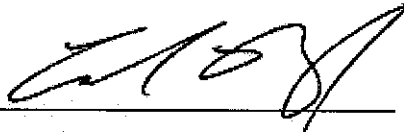
The document number of this corporation is 493846.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Tenth day of January, 2025*



  
*Secretary of State*

Tracking Number: 6250799653CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
C.W. ROBERTS CONTRACTING, INCORPORATED**

**November 2, 2023**

The undersigned, being all of the members of the Board of Directors (the "Board") of C.W. Roberts Contracting, Incorporated, a Florida corporation (the "Company"), as permitted by the laws of the State of Florida, hereby waive notice and call for a meeting of the Board and consent in writing to the following resolutions in lieu of a meeting of the Board. The following resolutions are approved of and adopted to the same extent, and have the same force and effect, as if adopted at a special meeting of the Board duly called and held for the purpose of acting upon and adopting such resolutions.

**RESOLVED**, that the following officers are elected and qualified to serve in the capacities set forth below, to serve in such respective capacities until their successors are duly elected and qualified, effective for all purposes as of the date first above written:

<i>Name</i>	<i>Office</i>
Ned N. Fleming, III	Chairman of the Board
Fred J. Smith, III	Chief Executive Officer
Robert P. Flowers	President
Mark R. Matteson	Vice President / Treasurer
Gregory A. Hoffman	Vice President
Stuart Savoy	Vice President
Christopher M. Riley	Vice President
James A. Strain	Vice President
M. Brett Armstrong	Vice President
James W. Moretz	Vice President
Matthew Steele	Vice President of Accounting / Assistant Secretary
Robert Delisle	Secretary
J. Ryan Brooks	Assistant Secretary

**RESOLVED FURTHER**, that the following officers are authorized to execute contracts, purchase orders, payment applications, bids, bid bonds, lien waivers, bond waivers and similar documents on behalf of the Company, pursuant to which the commitment or liability of the Company does not exceed \$5,000,000 as to any contract, purchase order, payment application, bid, bid bond, lien waiver, bond waiver or similar document:

Richard Straily	Area Manager
Timothy Kruger	Area Manager
Matthew Carden	Area Manager
Evan Dicenso	Area Manager
Jeremy Powell	Area Manager
Dan Hoyt	Area Manager
David Vaught	Authorized Representative
Brent E. Wood	Authorized Representative
Kyle E. Johnson	Equipment Manager

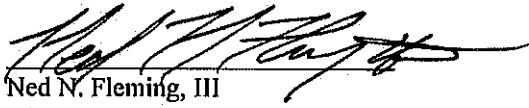
**RESOLVED FURTHER**, that the officers of the Company are authorized, empowered and directed to execute and deliver all other instruments, documents and certificates and to do all other things and acts as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts and deeds of the officers of the Company that are consistent with the intent of such resolutions are hereby approved, ratified, confirmed and adopted in all respects as the acts and deeds of the Company;

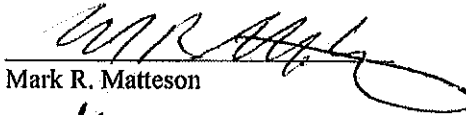
**RESOLVED FURTHER**, that this consent may be executed in multiple counterparts, all of which shall be considered one and the same consent; and

**RESOLVED FURTHER**, that this consent may be executed by facsimile, telecopy or other reproduction, or any other manner permitted under Florida law, and such execution shall be considered valid, binding and effective for all purposes.

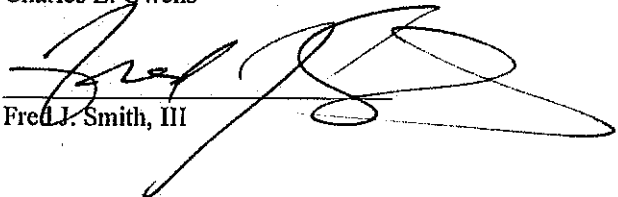
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, have hereunto set their respective hands as of the date set forth above.

  
Ned N. Fleming, III

  
Mark R. Matteson

  
Charles E. Owens

  
Fred J. Smith, III



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



**FLOWERS, ROBERT P**

C. W. ROBERTS CONTRACTING, INCORPORATED  
3660 HARTSFIELD ROAD  
TALLAHASSEE FL 32303

**LICENSE NUMBER: CGC1505785**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/27/2024

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.



**EXHIBIT D**  
**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is \_\_\_\_\_  
and phone number is \_\_\_\_\_, and  
\_\_\_\_\_, as Surety, whose principal  
address is \_\_\_\_\_

and phone number is: \_\_\_\_\_ are  
held and firmly bound to Jefferson County, Florida (the "COUNTY"), as Obligee in the sum  
of: \_\_\_\_\_

(\$ \_\_\_\_\_) for the payment whereof we bond ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ Obligee \_\_\_\_\_ for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ JEFFERSON COUNTY Project  
No.: \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated  
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;  
and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including  
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,  
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;  
and

3. Performs the guarantee of all work and materials furnished under the Contract for  
the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officers Signature)

\_\_\_\_\_ (Officers Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)

Its: \_\_\_\_\_ (Title)

ITB 2024-09 Government Farm Rd from CR 257 to N of Parker Pond Rd  
EXHIBIT D  
PERFORMANCE BOND

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_, by \_\_\_\_\_ (officer's name), as  
\_\_\_\_\_ (title) of  
\_\_\_\_\_ (company name), a(n) \_\_\_\_\_  
(state) corporation, on behalf of the corporation. He/she is personally known to me OR has  
produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

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

Commission No. \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

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

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by:

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

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Telephone Number)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_,  
by \_\_\_\_\_ (officer's name), as \_\_\_\_\_  
(title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is  
personally known to me OR has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

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

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

**EXHIBIT E**  
**PUBLIC PAYMENT BOND**

BOND No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is:

and phone number and fax numbers are: \_\_\_\_\_  
and \_\_\_\_\_, as Surety, whose  
principal address is:

\_\_\_\_\_ are held  
and firmly bound to JEFFERSON COUNTY, FLORIDA (the "COUNTY") as Obligee in the  
sum  
of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,  
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, with Obligee for in accordance with drawings and specifications, which contract is  
incorporated by reference and made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all  
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor,  
materials or supplies, used directly or indirectly by Principal in the prosecution of the work  
provided for in the Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any  
formalities connected with the Contract or the changes do not affect Surety's obligation under this  
Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no  
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this  
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by  
its under-signed representative, pursuant to authority of its governing body.



Signed, sealed and delivered in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officer's Signature)  
\_\_\_\_\_ (Officer's Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (officer's name), as  
\_\_\_\_\_ (title) of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR  
has produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

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

Commission No.: \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

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

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)

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

\_\_\_\_\_  
(Telephone Number)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_,  
by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title)  
of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally  
known to me OR has produced \_\_\_\_\_ as identification and  
who did (did not) take an oath.

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

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

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

Commission

No: \_\_\_\_\_

**EXHIBIT F**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the

INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE

COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

**EXHIBIT G**  
**RELEASE AND AFFIDAVIT**

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

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Jefferson County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated \_\_\_\_\_, \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

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

Witnesses

\_\_\_\_\_

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the

corporation. He/she is personally known to me or has produced \_\_\_\_\_

\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

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

Commission No.: \_\_\_\_\_

**EXHIBIT H**  
**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ JEFFERSON COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PROJECT NAME: \_\_\_\_\_

Jefferson County Project No. \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

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

FOR THE ADDITIVE or DEDUCTIVE Sum of:

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

Original Agreement Amount \$ \_\_\_\_\_

Sum of Previous Changes \$ \_\_\_\_\_

This Change Order ADD/DEDUCT \$ \_\_\_\_\_

Present Agreement Amount \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_, 20\_\_\_\_.

JEFFERSON COUNTY, FLORIDA

CONTRACTOR

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

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

DESIGN PROFESSIONAL: By: \_\_\_\_\_ Consulting Engineer





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1074 Highway 90  
Chipley, FL 32428

JARED W. PERDUE, P.E.  
SECRETARY

06/13/2025 | 3:42 PM EDT

Gus Rojas, County Budget Officer  
Jefferson County Board of County Commissioners  
1 Courthouse Circle  
Monticello, Florida 32344

Subject: Concurrence to Award Construction Contract  
Construction and CEI of CR 158 (Old Lloyd Road) Resurfacing Project  
FPID No. 451753-1-54-01  
Contract: G3145

Dear Mr. Rojas:

We have received the bid for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder.

We ask that at least one (1) week notice of the pre-construction be provided. When scheduling the pre-construction meeting, your agency is required to include the following individuals/staff when sending meeting notifications:

- District Local Programs Administrator (Maria Showalter, [maria.showalter@dot.state.fl.us](mailto:maria.showalter@dot.state.fl.us))
- District Local Programs Coordinator (Vickie Kent, [vickie.kent@dot.state.fl.us](mailto:vickie.kent@dot.state.fl.us))
- District Construction Project Manager (Rick Stoutamire, [william.stoutamire@dot.state.fl.us](mailto:william.stoutamire@dot.state.fl.us))

As your agency moves forward with the project, remember that all supplemental agreements and/or change orders must be approved by the District Local Program Office prior to execution of any agreements. If you have any questions, I may be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [maria.showalter@dot.state.fl.us](mailto:maria.showalter@dot.state.fl.us).

Sincerely,

DocuSigned by:

*Maria Showalter*

6250BD1C42F7475...

Maria Showalter  
District Local Programs Administrator

Cc: FDOT Midway Operations

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
5/24

FPN: <u>451753-1-54-01</u>	Fund: <u>CIGP</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54 - Jefferson</u>	Contract No: <u>G3145</u>	Vendor No: <u>F596000690004</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on July 31, 2024,  
(This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the CR 158 (Old Lloyd Road) Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before August 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
5/24

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$685,264. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$685,264 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for



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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department



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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of



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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be



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performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.



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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:



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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public



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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or



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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**f. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities  
 Exhibit B: Schedule of Financial Assistance  
 \*Exhibit C: Engineer's Certification of Compliance  
 Exhibit D: Recipient Resolution  
 Exhibit F: Contract Payment Requirements  
 Exhibit H: Alternative Advance Payment Financial Provisions  
 Exhibit J: State Financial Assistance (Florida Single Audit Act)  
 \*Exhibit K: Advance Project Reimbursement  
 \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

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

Name: JT SURLES

Title: CHAIRMAN

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
 \_\_\_\_\_

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

DocuSigned by:  
 \_\_\_\_\_

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

Name: Kristy Kirkland



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451753-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.663 Miles

**PROJECT DESCRIPTION:** This project is for the Construction and CEI services of CR 158 (Old Lloyd Road) from E of Lloyd Creek Road to I-10 Overpass. This project will include resurfacing the 2 existing 11' travel lanes and variable width grass shoulders. Audible Vibratory Treatment will be installed as part of the safety benefits of this project. All work will be completed within the existing right-of-way.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.



The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by August 31, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 451753-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (County Incentive Grant Program)	\$685,264.00	\$	\$685,264.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2025	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$685,264.00 100.00%	\$ 0.00 %	\$685,264.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$685,264.00	\$ 0.00	\$685,264.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator

District Grant Manager Name

DocuSigned by:

*Maria Showalter*

6250BD1C42E7475

Signature

07/30/2024 | 7:49 AM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Jefferson County Board of County Commissioners

PROJECT DESCRIPTION: CR 158 (Old Lloyd Rd) from E of Lloyd Creek Rd to I-10 Overpass

FPID#: 451753-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_, 20\_\_.

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

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

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

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



**RESOLUTION NO. 2024-27**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO CIGP FUNDING FOR CR 158 (OLD LLOYD ROAD); AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the permitting, design, construction and CEI services related to the resurfacing of approximately 1.663 miles of CR 158 (Old Lloyd Road) from 500' east of Lloyd Creek Road to the I-10 overpass (the "Project"); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 451753-1-54-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it's in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$685,264.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached "State-Funded Grant Agreement" for CR 158 (Old Lloyd Road from 500' east of Lloyd Creek Road to the I-10 overpass Resurfacing, Financial Project No. 451753-1-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

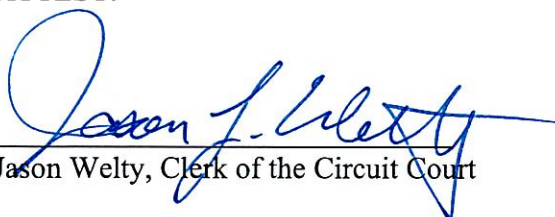
**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED AND DULY ADOPTED** at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 18<sup>th</sup> day of July, 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

  
\_\_\_\_\_  
J.T. Surles, Chair

ATTEST:

  
\_\_\_\_\_  
Jason Welty, Clerk of the Circuit Court

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Heather J. Encinosa, Esq.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

Alt Form 525-010-60eJ

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

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**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$685,264.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Vickie.Kent@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

G3145  
7/24/2024

CONTRACT INFORMATION

Contract:	G3145
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	JEFFERSON COUNTY BOCC
Vendor ID:	F596000690004
Beginning Date of This Agreement:	07/23/2024
Ending Date of This Agreement:	08/31/2025
Contract Total/Budgetary Ceiling:	ct = \$685,264.00
Description:	Construction of the CR 158 (Old Lloyd Road) Resurfacing Project

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/24/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55034010307
Expansion Option:	A7
Object Code:	751000
Amount:	\$685,264.00
Financial Project:	45175315401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088572/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$685,264.00

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19<sup>th</sup>, 2025

Date Submitted: June 13, 2025

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Private Road Grant Change Order

---

### **Statement of Issue:**

This agenda item provides the Board with updated data on the Private Road Grant and requests approval to issue a change order to the State.

### **Background:**

The county was awarded the LAP 1546 Grant to perform necessary upgrades following Hurricane Idalia to private roads. The following roads were approved under the initial Private Road Grant: Kameron, Oakland Plantation, Sweetfield, East and West Osprey, Murmuring Creek, Crabapple, Vista, and mapped roads within Aucilla Shores.

### **Analysis:**

Due to the inability to get resident approval, the following roads are being removed from the original plan: East and West Osprey, Murmuring Creek, Sweetfield. The following roads are being proposed to be added: Deer Run, Shady Bridge, Aucilla Plantation Court, Vista (repairs only).

### **Options:**

1. Approve as Recommended
2. Deny
3. Board Direction

### **Recommendation:**

Option #\_\_1\_\_

### **Attachments:**

1. Funding Analysis

Revenues	
<b>LAP 1546</b>	<b>\$ 3,225,000.00</b>
Road	Cost
Kameron Dr	\$ 60,170.00
Oakland Plantation Rd	\$ 354,158.85
Sweetfield	\$ 98,376.60
East/West Ospray/Murmering Creek	\$ 321,035.20
Crabapple	\$ 68,664.00
Vista	\$ 266,790.30
Aucilla Shores	\$ 1,469,580.65
<b>Original</b>	<b>\$ 2,638,775.60</b>
Change Order 1	
Aucilla Enhancement	\$ 373,647.06
Ridge Road	\$ 266,790.30
Vista Road	\$ (266,790.30)
<b>Total CO 1</b>	<b>\$ 373,647.06</b>
Subtractions	
East/West Ospray/Murmering Creek	\$ (321,035.20)
Sweetfield (Minus Crossdrains)	\$ (34,976.60)
<b>Total Subtractions</b>	<b>\$ (356,011.80)</b>
Proposed Additions	
Deer Run	\$ 119,622.00
Shady Bridge	\$ 101,951.25
Vista - Repairs	\$ 81,561.00
Aucilla Plantation Ct	\$ 119,622.80
<b>Total Proposed</b>	<b>\$ 422,757.05</b>
Total Contract	\$ 3,079,167.91
<b><i>Funds Remaining</i></b>	<b>\$ 145,832.09</b>

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: June 19<sup>th</sup>, 2025

Date Submitted: June 12, 2025

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: ILA Addendum-Career Source Capital Region

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### **Statement of Issue:**

This agenda item provides the Board with information pertaining to a requested Addendum to an existing Interlocal Agreement between the County and Career Source Capital Region

### **Background:**

During an annual audit, Florida Commerce noted that there was missing language in the previously approved Interlocal Agreement (ILA). In order to avoid completely re-writing the agreement, another amendment was proposed.

### **Analysis:**

This amendment clearly defines the position of Consortium Chair and provides an outline of the rotation to which the counties will abide by.

### **Options:**

1. Approve as Recommended
2. Deny
3. Board Direction

### **Recommendation:**

Option #\_\_1\_\_

### **Attachments:**

1. Addendum

**CHAIR OF THE CONSORTIUM ADDENDUM**  
**AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. D/B/A CAREERSOURCE CAPITAL**  
**REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF**  
**COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

**ADDENDUM 1.0**

**CHAIR OF THE CONSORTIUM**

One of the four (4) Chief Local Elected Officials on the Consortium will serve as chair of the Consortium ("Consortium Chair"). The Consortium Chair will have such duties as set forth in this addendum to the Interlocal Agreement. The Consortium Chair shall serve as the Lead Chief Local Elected Official (CLEO) and the "signatory" representative for all four counties. The position of the Consortium Chair will rotate amongst its members on a bi-annual basis as of July 1 of each year hereafter. As of the effective date of this Amended/Restated Agreement, the Chief Local Elected Official of Wakulla County shall be the consortium chair and shall serve until June 30, 2026. The Consortium Chair will thereafter rotate alphabetically annually (with the Chief Local Elected Official of Gadsden County being next) in the following repeating order: Wakulla, Gadsden, Jefferson and Leon.

Duties of the Chair of the Consortium:

- Sign on behalf of the Consortium

**Workforce Development Board Chair**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Chief Local Elected Official (Gadsden County)**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Chief Elected Official (Wakulla County)**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Chief Local Elected Official (Jefferson County)**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Chief Elected Official (Leon County)**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19, 2025

Date Submitted: June 13, 2025

To: Honorable Chairman and Members of the Board

From: Lillie Schwier, TDC Intern Coordinator

Subject: DeBerry Marketing LLC Agreement Extension

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### **Statement of Issue:**

This agenda item requests Board direction regarding the Agreement for Marketing Services between Jefferson County, Florida (“County”) and DeBerry Marketing Services, LLC (“DeBerry”), originally entered on June 20, 2024. The County seeks to extend the Agreement beyond its current expiration of June 20, 2025, to allow DeBerry time to complete outstanding deliverables under the original scope of work and to fully utilize the remaining contract funds. **The original Agreement and a proposed amendment are attached for reference.**

### **Background:**

In response to RFP 2024-04, the County selected DeBerry Marketing Services to lead tourism marketing efforts for the Jefferson County Tourist Development Council (TDC). The one-year Agreement was entered into on June 20, 2024, due to weather delays in filming and prioritization of other items the contracted services have not been fully executed and require additional time. Please see attachment #2 for more information regarding justification.

### **Analysis:**

To date, \$35,827.75 of the original **\$58,555.00** budget has been expended. A contract extension will be beneficial to the county for follow reasons:

- Allow DeBerry to complete the original scope of work without disruption
- Ensure consistency in branding across print and digital media
- Avoid duplication of work and costs associated with immediate procurement
- Provide for a strategic transition period ahead of any new procurement process, if needed

The proposed amendment would extend the Agreement for six (6) months, through **December 20, 2025**.

### **Options:**

1. Accept the extension as drafted
2. Do not accept the extension
3. Board Direction.

### **Recommendation:**

Option #\_\_1\_\_

### **Attachments:**

1. Original Agreement with DeBerry Marketing Services, LLC
2. Extension and Progress Summary
3. Supplemental Marketing Report
4. Proposed Extension of Agreement



# Board of County Commissioners

## Agenda Request

Date of Meeting: June 20, 2024

Date Submitted: June 12, 2024

To: Honorable Chairman and Members of the Board

From: Gus Rojas, County Budget Officer

Subject: Approval of Award of RFP No. 2024-04 Tourism Marketing Services

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### **Statement of Issue:**

This agenda item requests Board approval award of Request for Proposals (RFP) No. 2024-04 for Tourism Marketing Services to DeBerry Marketing Services, LLC, the highest ranked proposer.

### **Background:**

The County, through RFP No. 2024-04, solicited proposals for from firms or individuals with the required expertise and capability to perform the services needed to provide Tourism Marketing Services.

The RFP was advertised in compliance with relevant law beginning on March 20, 2024. Proposals were received April 24, 2024. The Selection Committee met on May 13, 2024, to evaluate the proposals. DeBerry Marketing Services, LLC is the highest ranked proposer selected for award as demonstrated in the Bid Tabulation (Attachment #1).

**Analysis:** The County may approve award of RFP No. 2024-04 and authorize the Chair to execute the Agreement with DeBerry Marketing Services, LLC (Attachment #2).

### **Options:**

1. Approval of Award of RFP No. 2024-04 and Authorize the Chair to Execute Agreement with DeBerry Marketing Services, LLC
2. Do Not Approve Award of RFP No. 2024-04 and Authorize the Chair to Execute Agreement with DeBerry Marketing Services, LLC
3. Board Direction.

### **Recommendation:**

Option #1

**Attachments:**

1. Bid Tabulation, RFP No. 2024-04
2. Agreement with DeBerry Marketing Services, LLC

## CONTINUING SERVICES AGREEMENT

**THIS AGREEMENT** entered into as of the date signed by the last party below, between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and DeBerry Marketing Services, LLC, a Florida Limited Liability Company, whose mailing address is 404 NE 2nd Street, Trenton, FL 32693, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is 27-4402572.

**WHEREAS**, COUNTY requires certain professional services in connection with the tourism marketing services and

**WHEREAS**, COUNTY issued Requests for Procurement # 2024-04 on March 20, 2024 seeking interested firms for the provision of tourism marketing services, which is included by reference as to the scope of services contained therein; and

**WHEREAS**, CONTRACTOR was selected pursuant to this RFP 2024-04, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term.

1.1 This Agreement shall take effect on the date signed by the last party below (the "Effective Date").

1.2 The term of this Agreement shall commence on the Effective Date and continue for a term of one (1) year.

2.0 Scope of Services, Performance Schedule.

2.1 CONTRACTOR shall perform the following services:

- Create annual and long-range marketing/action plans to reach targeted markets
- Recommend mix of advertising, public relations, promotions and collateral required and provide creative advertising concepts and strategies
- Design and produce print, broadcast, online and all collateral materials
- Develop media plans (both traditional and online)
- Recommend and oversee web site and social media content development to complement marketing initiatives and increase interactivity/functionality



- Provide detailed public relations, publicity and promotional plans to stimulate tourism including cooperative advertising opportunities
- Outline tracking recommendations
- Present detailed estimates and budgets for all proposed projects
- Attend Jefferson County Tourist Development Council meetings every other month to give a full detailed report on account (Jefferson County will not pay for nor reimburse any travel)
- Contractor will coordinate with staff so that public relations and marketing campaigns/pushes can complement each other. Adjustments may be made to the above list, due to budget and time constraints. Net media spend recommended by the selected Proposer must conform to the budget approved by the County, which includes \$10,000 designated for promotional printing and a maximum of \$47,585.09 for other media spend.

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORS to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

### 3.0 Compensation.

#### 3.1 General.

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule:



## PROPOSAL ESTIMATE: \$58,555\*

\*This is a 12 month proposal length. This is the total of the estimated one-time charges, ongoing monthly charges, travel, video production, pop up display allowance, advertising retainer. See details of the proposed total here:

<b>MARKETING PLAN</b>	<b>\$ 7,940.00</b>
<b>NEW LOGO DESIGN</b>	<b>\$ 970.00</b>
<b>POP UP DISPLAY</b>	<b>\$ 350.00</b>
<b>WEBSITE TOPICS</b>	<b>\$ 6,700.00</b>
<b>WEEKLY BLOG TOPICS</b>	<b>\$ 4,600.00</b>
<b>VIDEO FEATURES</b>	<b>\$12,000.00</b>
<b>TRAVEL STIPEND</b>	<b>\$ 3,120.00</b>
<b>ADVERTISING RETAINER</b>	<b>\$22,875.00</b>

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We require a \$8,871.25 deposit at signing. An additional \$5,255.00 will be required at the presentation of the Marketing Plan.

Video Production topics will be billed in thirds with the first 60 days after the contract start date, the second 150 days after the contract start, and the final when the third video production segment begins, or 30 days prior to the contract end date; whichever occurs first. Video production fees are non-refundable once paid.

The pop up display will be billed upon delivery.

A monthly fee equal to \$2,916.25 will be billed starting 45 days after the contract start date, and will include travel stipend, website topics blog topics, and the advertising retainer. Deposit is non-refundable. Note: Printing costs, and any advertising costs desired by Client above stated Advertising Retainer, would be the responsibility of the Client. The intent of this cost structure is to allow some flexibility as deemed appropriate by Client as the campaign unfolds.

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONTRACTOR's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

County Manager or Designee  
Jefferson County  
1484 S. Jefferson Street



Monticello, FL 32344  
Phone: (850) 342-0287  
Fax: N/A  
smetty@jeffersoncountyfl.gov  
rlong@jeffersoncountyfl.gov

3.1.4 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by sworn affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

### 3.2 Reimbursables.

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved in writing, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

Shipping/Overnight Deliveries  
Reproduction/Printing  
Subcontractor

3.2.3 Mileage for any travel incurred shall not be reimbursed.

3.2.4 All Reimbursable Expenses, including preapproved subcontractors, if any, shall be reimbursed at cost.

3.2.6 Any assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the County upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONTRACTOR shall maintain a current inventory of all such assets, if any, purchased during the course of this project.

#### 4.0 Insurance

##### 4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Jefferson County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.



4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

[LIMITS AND TYPES SPECIFIED BELOW WILL VARY DEPENDING ON THE CONTRACT AND NEED TO COME FROM RISK MANAGEMENT]

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONTRACTOR shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CONTRACTOR Service Agreement for the project.

4.7 Workers' Compensation. The CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

## 5.0 Standard of Care.

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.



5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

#### 6.0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.1.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-CONTRACTORS, agents, employees and invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.2 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

#### 7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

7.4 CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.



13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.



20.0 Entirety of Agreement.

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.

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

#### 24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

#### 25.0 Ownership of Documents.

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.



25.2.5. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-342-0223, SMETTY@JEFFERSONCOUNTYFL.GOV, AND 450 W. WALNUT ST, MONTCEILLO, FL 32344 32344.**

26.0 Access and Audits.

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Jefferson County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Shannon Metty, County Manager

As to CONTRACTOR: Scott DeBerry, Owner

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time

to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process.

As to County: Chairman of the Board of County Commissioners  
Jefferson County Florida  
435 West Walnut Street  
Monticello, Florida 32344

As to CONTRACTOR: Scott DeBerry, Owner  
DeBerry Marketing Services, LLC  
404 NE 2<sup>ND</sup> Street  
Trenton, FL 32693

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Jefferson County Manager, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Misti Waldrop, Creative Director

Name: Ron Trevino

Name: M. Scott DeBerry, Owner

31.0 Appropriations.



31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.2 CONTRACTOR acknowledges that all funding for the Services outlined in Section 2.0 hereto is provided by reserves accumulated of Local Option Tourist Tax levies by Jefferson County through taxable sales reported by transient rental facilities.

32.0 Liquidated Damages. The parties hereto agree that liquidated damages will be assessed against the CONTRACTOR for CONTRACTOR's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of \$35 per day.

33.0 Scrutinized Companies. Contractor certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.


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**SIGNATURE PAGE FOLLOWS**

Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**DEBERRY MARKETING SERVICES,  
LLC, a Florida limited liability company**

  
By: MEREDITH SCOTT DEBERRY  
Its: PRESIDENT

Date: 6/11/2024

ATTEST:

  
By: misti waldrop  
Its: WITNESS

**JEFFERSON COUNTY, a political  
subdivision of the State of Florida**


  
J.T. Surles, Chairman  
Board of County Commissioners

Date: JUNE 20TH, 2024

ATTEST:

  
Jason Welty, Ex Officio Clerk to the Board

APPROVED AS TO FORM:

  
Heather Encinosa, Esq., County Attorney  
EVAN ROSENTHAL

## **Justification for Extension and Progress Summary**

### **DeBerry Marketing LLC Agreement Extension**

#### **Justification for Extension:**

The incomplete portions of the scope are due to circumstances beyond the contractor's control. Inclement weather in October disrupted the filming schedule for one planned video, requiring changes to both the timeline and overall content direction. Additionally, evolving County priorities and changes in staffing throughout the year led to adjustments in the marketing strategy. Some projects—such as the printed tourism brochures—were initially planned but ultimately postponed or deprioritized in favor of more time-sensitive digital content. As a result, brochure printing and final design work were not completed. Despite these challenges, DeBerry has made significant progress, remained adaptable, and consistently aligned his efforts with County objectives. Notably, DeBerry has submitted only 6 of the 12 monthly invoices allowed under the Agreement, reflecting the phased nature of the work and a reasonable billing approach. He has not requested or received any compensation beyond the services delivered to date.

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#### **Completed Work to Date:**

Over the contract period, DeBerry Marketing has executed a wide range of digital and media marketing activities, including:

- **Development and ongoing maintenance of the new Jefferson County TDC website,** including:
  - Authoring numerous tourism-focused articles
  - Launching a “trip planner” feature
  - Regular updates reflecting community events and TDC initiatives
- **Search Engine Optimization (SEO), Google Ads, and targeted digital advertising** via platforms such as iHeart Media, using ZIP code-level targeting to reach key tourism markets.
- **Campaign analytics and performance-based refinements,** identifying high-yield tourism areas and testing additional markets.
- **Management of the TDC's social media presence,** primarily on Facebook, with consistent weekly posting and aligned content showcasing local events (e.g., mural projects, festivals).
- **Production of photography and videography,** including two full-length videos and promotional trailers for the County's Christmas Festival.
- **Monthly analytics reporting,** detailing digital performance metrics and insights.

- **Active participation in meetings**, both in person and via Zoom, to ensure alignment with County goals and strategy.
- 

### **Outstanding Deliverables:**

While the majority of the scope has been completed, several key deliverables remain, including:

- **Design and production of a printed tourism brochure**
- **Creation of additional print materials**, such as pop-up displays or mailers (initial drafts and designs are in progress)
- **Completion of one remaining promotional video**, delayed due to weather and updated content direction
- **Expansion of digital and radio advertising campaigns**, as additional placements have been requested
- **A proposed strategic workshop**, during which DeBerry will present outcomes, strategies, and recommendations to ensure long-term momentum and consistency in TDC efforts

## AMENDMENT NO. 1 TO AGREEMENT

**THIS AMENDMENT** to that certain Agreement entered June 20, 2024 (hereinafter referred to as the “Original Agreement”) is made by and between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and DeBerry Marketing Services, LLC, a Florida Limited Liability Company, whose mailing address is 404 NE 2nd Street, Trenton, FL 32693, hereinafter referred to as CONTRACTOR, and whose FEIN is 27-4402572, effective as of the date signed by the last party below.

**WHEREAS**, COUNTY issued Request for Proposals (RFP) # 2024-04 on March 20, 2024 seeking interested firms for the provision of tourism marketing services and CONTRACTOR submitted a proposal was selected pursuant to that process and entered the Original Agreement with COUNTY to provide said services; and

**WHEREAS**, CONTRACTOR has not completed the scope of work set forth in its proposal response to RFP # 2024-04; and

**WHEREAS**, the parties hereby mutually agree to amend the Original Agreement through December 20, 2025, to allow CONTRACTOR to complete the work, ensure consistency in branding across print and digital media, avoid duplication of work and costs associated with immediate procurement, and provide for a strategic transition period.

**NOW THEREFORE**, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. RECITALS.** The above recitals are true, correct, and incorporated herein by this reference.

**SECTION 2. AMENDMENT.** Section 1.2 of the Original Agreement is hereby amended as follows (underline indicates addition; ~~striketrough~~ indicates deletion):

1.2 The term of this agreement shall commence on the Effective Date and shall continue until December 20, 2025 ~~for a term of one (1) year~~.

**SECTION 3. EFFECT OF ORIGINAL AGREEMENT** All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.**

**IN WITNESS WHEREOF**, the parties have set their hands and seals effective as of the date signed by the last party below.

**DEBERRY MARKETING SERVICES,  
LLC, a Florida limited liability company**

**JEFFERSON COUNTY, a political  
subdivision of the State of Florida**

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

\_\_\_\_\_  
Austin Hosford, Chairman  
Board of County Commissioners

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

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

ATTEST:

\_\_\_\_\_  
Trey Hightower  
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Kirsten H. Mood, Esq.  
Deputy County Attorney

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19, 2025

Date Submitted: June 12, 2025

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Approval of A Building Plan

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### **Statement of Issue:**

This agenda item provides the Board with a 5-year plan to complete the necessary repairs and restoration for the A Building over multiple phases with assistance through Department of State Division of Historical Resources (“DHR”) grants.

### **Background:**

To see this project through its completion would accomplish the goal of preserving the oldest brick school house in the state, a building built prior to the Civil War, maintain a “Place” for many graduates of Jefferson County High School dating until the mid-90’s (which there are still many of), keeping a prime downtown location for visitors and residents for the museum to allow for communicating the cultural heritage of the county, and close out previous grant funding from DHR.

Based on the attached estimate prepared by MLD Architects, there is about 5.1 million worth of work remaining on the building. The cost estimate has been budgeted into a multi-phase project allotting for expenditure of the County’s existing \$500k grant from DHR to be expended to cover costs in Phase I. Subsequent phases would be covered by subsequent DHR grants. Site work is not covered by DHR grants, however, so the final Phase 6 would be the responsibility of the County or another grant source.

In contrast, based on the use of the building types and interpolating between the two using 2024 Means Square Foot Cost Guide, it appears that the County would need to invest an estimated 11 million of their own operating funds to construct a building of the same size on a new lot somewhere within the city limits again.

**Analysis:** By seeking the grants from DHR, the County could complete the \$5.1-million project in 6 years, with an investment from the County or other funding source of \$660,036.00, less than 10% of the construction cost for the renovation of the A Building.

### **Options:**

## Approval of A Building Plan

June 15, 2025

Page 2

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1. Approve A Building Plan
2. Do Not Approve A Building Plan
3. Board Direction

### **Attachments:**

1. A Building Preliminary Budget Estimate



JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS							
A - BUILDING REPAIRS AND RESTORATIONS							
	Budget Estimate						
	Total Cost	Phase I Restoration	Phase II Rehabilitation	Phase III Rehabilitation	Phase IV Rehabilitation	Phase V Rehabilitation	Phase VI Site Work
PART A - HAZARDOUS MATERIAL							
1) ACM Removal	\$ 15,000.00	\$ 15,000.00					
2) Lead Paint Removal	\$ 15,000.00	\$ 15,000.00					
PART A - HAZARDOUS MATERIAL REMOVAL TOTAL	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
PART B - STRUCTURAL MODIFICATIONS/REPAIRS							
1) Demolition	\$ 26,250.00		\$ 26,250.00				
2) Careful Demolition of Historic Elements	\$ 14,400.00	\$ 14,400.00					
3) Masonry Repairs	\$ 21,000.00			\$ 21,000.00			
4) New Block Bearing Walls/ Bond Beams	\$ 120,000.00		\$ 120,000.00				
5) New Wood Bearing Walls	\$ 25,800.00	\$ 25,800.00					
6) Sistering of Exising Floor Framing	\$ 300,000.00			\$ 300,000.00			
7) New Basement Slab	\$ 195,000.00	\$ 195,000.00					
8) Waterproofing and Drainage	\$ 105,000.00			\$ 105,000.00			
9) New Auger Piles	\$ 140,000.00			\$ 140,000.00			
10) New Steel Stairs	\$ 2,000.00			\$ 2,000.00			
11) New Steel Columns/Beams	\$ 16,000.00			\$ 16,000.00			
PART B - STRUCTURAL MODIFICATIONS/REPAIRS	\$ 965,450.00	\$ -	\$ 381,450.00	\$ 584,000.00	\$ -	\$ -	\$ -
PART C - EXTERIOR ENVELOPE							
1) Landscape Trimming /Cleaning	\$ 20,000.00	\$ 20,000.00					
2) Exterior Masonry Tuckpointing	\$ 160.00	\$ 160.00					
3) Masonry Crack Repairs	\$ 6,400.00	\$ 6,400.00					
4) Exterior Wood Column/Trim/Finish Repairs	\$ 55,000.00	\$ 55,000.00					
5) Window Framing Repairs	\$ 62,500.00	\$ 62,500.00					
6) New Concrete Landings, Stair Repairs, and Misc. Railings	\$ 187,500.00	\$ 93,750.00			\$ 93,750.00		
7) Clean and Repair Gutters and Downspouts	\$ 60,000.00	\$ 60,000.00					
8) Scupper/ Leader Head Repairs	\$ 18,000.00	\$ 18,000.00					
9) Demolish and Repair Finishes at Old Entryway Canopies	\$ 30,000.00	\$ 30,000.00					
10) Install Recreated/Salvaged Doors	\$ 80,000.00	\$ 40,000.00			\$ 40,000.00		
PART C - EXTERIOR ENVELOPE TOTAL	\$ 519,560.00	\$ 385,810.00	\$ -	\$ -	\$ 133,750.00	\$ -	\$ -
PART D - WINDOW RESTORATION							
1) Window Restoration	\$ 348,000.00	\$ 58,000.00		\$ 290,000.00			
PART D - WINDOW RESTORATION TOTAL	\$ 348,000.00	\$ 58,000.00	\$ -	\$ 290,000.00	\$ -	\$ -	\$ -
PART E - DOOR RESTORATION							
1) Restoration of Historic Doors, Transoms and Sidelights	\$ 150,000.00				\$ 150,000.00		
PART E - DOOR RESTORATION TOTAL	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -
PART F - INTERIOR RESTORATION							
1) New Partition Walls/Rough Carpentry and Finishes - Wall Type A	\$ 67,500.00			\$ 67,500.00			
2) New Partition Walls/Rough Carpentry and Finishes - Wall type B	\$ 67,500.00			\$ 67,500.00			
3) New Partition Walls/Rough Carpentry and Finishes - Wall type C	\$ 67,500.00			\$ 67,500.00			
4) Existing Plaster Wall Repairs	\$ 5,700.00				\$ 5,700.00		
5) Install New Ceilings	\$ 284,760.00				\$ 284,760.00		
6) Finish Carpentry/Trim Restoration/Repairs	\$ 371,000.00					\$ 371,000.00	
7) Interior Cleaning, Caulking, Priming, and Painting	\$ 71,190.00					\$ 71,190.00	
8) Basement, New Flooring	\$ 23,400.00				\$ 23,400.00		
9) 1st Floor, New Flooring	\$ 39,000.00				\$ 39,000.00		
10) 1st Floor, Floor Restoration	\$ 53,547.00				\$ 53,547.00		
11) 2nd Floor, New Flooring	\$ 39,000.00				\$ 39,000.00		
12) 2nd Floor, Floor Restoration	\$ 53,547.00				\$ 53,547.00		
13) Install new ADA Bathroom Accessories	\$ 24,012.00					\$ 24,012.00	
14) Casework, Cabinetry, and Railings	\$ 148,000.00					\$ 148,000.00	
15) Install New Doors	\$ 16,000.00					\$ 16,000.00	
16) Reconstruction of Historic Wood Stair	\$ 90,000.00					\$ 90,000.00	
17) Elevator Installation	\$ 300,000.00					\$ 300,000.00	
PART F - INTERIOR RESTORATION TOTAL	\$ 1,721,656.00	\$ -	\$ -	\$ 202,500.00	\$ 498,954.00	\$ 1,020,202.00	\$ -
PART G - SYSTEMS							
1) New HVAC Systems	\$ 230,000.00		\$ 230,000.00				
2) Duct Work/ Diffusers	\$ 36,000.00		\$ 36,000.00				
3) New Plumbing Systems	\$ 48,290.00				\$ 48,290.00		
4) New Plumbing Fixtures - Lavatories	\$ 33,272.00				\$ 33,272.00		
5) New Plumbing Fixtures - Water Closets	\$ 19,960.00				\$ 19,960.00		
6) New Plumbing Fixtures - Service Sinks	\$ 2,500.00				\$ 2,500.00		
7) New Plumbing Fixtures - Mop Sink	\$ 1,800.00				\$ 1,800.00		
8) New Lighting Systems/Switches/ Fixtures/ Raceways	\$ 149,100.00	\$ 149,100.00					
9) New Power Systems/ Switch Gear/ Outlets/ Raceways	\$ 180,000.00	\$ 180,000.00					
10) New Network Conduit and Outlets	\$ 40,000.00				\$ 40,000.00		
11) New Enclosed Mechanical Yard	\$ 120,000.00				\$ 120,000.00		
PART G - SYSTEM TOTAL	\$ 860,922.00	\$ -	\$ 595,100.00	\$ -	\$ 265,822.00	\$ -	\$ -
PART H - ROOFING REPAIRS AND INSULATION							
1) Slate Repairs as Necessary	\$ 14,238.00	\$ 14,238.00					
2) Gutter Repairs	\$ 12,400.00	\$ 12,400.00					
3) Downspout Repairs	\$ 5,760.00	\$ 5,760.00					
4) Insulation	\$ 85,428.00		\$ 85,428.00				
PART H - ROOFING REPAIRS AND INSULATION	\$ 117,826.00	\$ 32,398.00	\$ 85,428.00	\$ -	\$ -	\$ -	\$ -
PART I - SITE WORK							
1) Tree Trimming and Misc. Demolition	\$ 15,000.00	\$ 15,000.00					
2) Grading/Fine Grading	\$ 10,000.00						\$ 10,000.00
3) Base and Asphalt Parking/Drive	\$ 60,000.00						\$ 60,000.00
4) Striping/ Signage	\$ 5,000.00						\$ 5,000.00
5) Site Lighting, Conduit, and Conductor	\$ 22,750.00						\$ 22,750.00
6) Existing Site Drainage Cleaning/Repairs	\$ 10,000.00	\$ 10,000.00					
7) New Site Drainage/Inlets/Piping	\$ 14,550.00						\$ 14,550.00
8) Sidewalks/ Pavers and Assoc. Railings	\$ 100,000.00						\$ 100,000.00
9) Bicycle Parking/ Hardscape/ Parking Bumpers	\$ 18,000.00						\$ 18,000.00
10) New Utility Locations/ Meter Boxes/ Controll Assembly	\$ 25,000.00						\$ 25,000.00
11) Landscaping	\$ 100,000.00						\$ 100,000.00
PART I - SITE WORK TOTAL	\$ 380,300.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 355,300.00
PART J - TERMINATION OF FIRE PROTECTION							
1) Finishing Fire Protection System	\$ 19,350.00					\$ 19,350.00	\$ -
PART J - TERMINATION OF FIREPROTECTION TOTAL	\$ 19,350.00	\$ -	\$ -	\$ -	\$ -	\$ 19,350.00	\$ -
PART A - Hazardous Material Removal							
Part A - Hazardous Material Removal	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
PART B - Structural Modifications							
Part B - Structural Modifications	\$ 965,450.00	\$ -	\$ 381,450.00	\$ 584,000.00	\$ -	\$ -	\$ -
PART C - Exterior Envelope							
Part C - Exterior Envelope	\$ 519,560.00	\$ 385,810.00	\$ -	\$ -	\$ 133,750.00	\$ -	\$ -
PART D - Window Restoration							
Part D - Window Restoration	\$ 348,000.00	\$ 58,000.00	\$ -	\$ 290,000.00	\$ -	\$ -	\$ -
PART E - Door Restoration							
Part E - Door Restoration	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -
PART F - Interior Restoration							
Part F - Interior Restoration	\$ 1,721,656.00	\$ -	\$ -	\$ 202,500.00	\$ 498,954.00	\$ 1,020,202.00	\$ -

Part G - Systems	\$ 860,922.00	\$ -	\$ 595,100.00	\$ -	\$ 265,822.00	\$ -	\$ -
Part H - Roofing Repairs and Insulation	\$ 117,826.00	\$ 32,398.00	\$ 85,428.00	\$ -	\$ -	\$ -	\$ -
Part I - Site Work	\$ 380,300.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 355,300.00
Part J - Fire Protection	\$ 19,350.00	\$ -	\$ -	\$ -	\$ -	\$ 19,350.00	\$ -
TOTAL BASE BID: TOTAL OF PARTS A, B, C, D, E, F, G, H, I, AND J	\$ 5,113,064.00	\$ 531,208.00	\$ 1,061,978.00	\$ 1,076,500.00	\$ 1,048,526.00	\$ 1,039,552.00	\$ 355,300.00
		Phase 1 Restoration DHR Hurricane Michael	Phase 2 Rehabilitation DHR Special Cat.	Phase 3 Rehabilitation DHR Special Cat.	Phase 4 Rehabilitation DHR Special Cat.	Phase 5 Rehabilitation DHR Special Cat.	Phase 6 Site Work County Funded
GRAND TOTAL	\$ 5,113,064.00	\$ 531,208.00	\$ 1,061,978.00	\$ 1,076,500.00	\$ 1,048,526.00	\$ 1,039,552.00	\$ 355,300.00
TOTAL GRANT BUDGET		\$ 500,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 0.00
COUNTY MATCH (25% of 25% as a REDI county) / FUNDING OBLIGATION		\$ 31,250.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 355,300.00
TOTAL DIFFERENCE		\$ 42.00	\$ 22.00	\$ -14,000.00	\$ 13,874.00	\$ 22,948.00	\$ 0.00

Budget Estimate for New Community Center/Museum/Administrative Building/ Courthous					TOTAL
Construction Cost for Community Center/ Courthouse. (Equal SF as Exist. Bldg.) (LOW END)					\$5,321,400.00
Site Work/ Parking Lot - (Flat Lot)					\$1,600,000.00
Land Acquisition (Estimated w/in City Limits)					\$100,000.00
Utility Connection (Estimated Tap Fees, Transformers,Etc.)					\$40,000.00
Construction Total Estimate					\$7,061,400.00
General Conditions					\$847,368.00
Contractor Overhead and Profit					\$1,186,315.20
Contingency					\$909,508.32
A/E Fees, Environmental, Permitting					\$1,000,459.15
Preliminary Project Total Budget Estimate					\$11,005,050.67

This opinion of probable cost for renovations are based on our observations, recommendations, the design solution shown in the Design Documents, and assumptions concerning the existing construction and concealed conditions. Costs are based on Mean's Building Construction Cost Data Repair and Remodeling Cost Data, previous experience on similar projects, and discussions with qualified contractors.

In providing this opinion of probable cost we have no control over inflation, the price of labor, equipment, materials, or over methods of pricing used by contractors. We provide this opinion based on our qualifications and experience, and we make no warranty, expressed or implied, as to its accuracy as compared to construction bids or actual costs. Our field investigation, our conclusions, and our recommendations are based on our professional judgment. We did not use any destructive testing methods or specialty tools or instruments, nor did we remove any roofing material or exterior finishes.



## Board of County Commissioners Agenda Request

Date of Meeting: June 19, 2025

Date Submitted: June 10, 2025

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager  
Kirsten Mood, Deputy County Attorney

Subject: Adoption of County Manager Performance Evaluation

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### **Statement of Issue:**

This agenda item presents the Board of County Commissioners (the “Board”) with a County Manager Performance Evaluation (the “Evaluation”).

**Background:** At its meeting held June 5, 2025, the Board provided the County Manager and Office of the County Attorney with direction to bring back a policy and form of evaluation to provide performance feedback to the County Manager.

**Analysis:** The proposed County Manager Performance Evaluation Policy provides for each Board member to individually complete a written Evaluation in a form prescribed the Policy and to present their feedback and written Evaluations to the County Manager at a publicly noticed meeting after October 1 and prior to the expiration of the Calendar Year. Approval of Resolution Adopting the County Manager Performance Evaluation Policy will implement the Policy effective immediately.

### **Options:**

1. Approve the Resolution Adopting the Jefferson County Manager Performance Evaluation Policy.
2. Do Not Approve the Resolution Adopting the Jefferson County Manager Performance Evaluation Policy.
3. Board Direction

### **Recommendation:**

Option #1

### **Attachments:**

Resolution Adopting County Manager Performance Evaluation Policy

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ADOPTING A COUNTY MANAGER PERFORMANCE EVALUATION POLICY; PROVIDING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County desires to provide the most effective and efficient services to its employees and the public; and

**WHEREAS**, Performance evaluations benefit both employees and the organization by promoting common understanding of individual needs, work objectives and standards of acceptable performance and by giving employees and managers a useful tool to aid in employee development; and

**WHEREAS**, the Board of County Commissioners (the “Board”) intends for performance evaluations of the County Manager to foster discussion about County Manager job performance between the Board and the County Manager; and

**WHEREAS**, the Board will utilize a standardized and uniform program for rating the work performance of the County Manager to be used as a guide for determining merit pay increases, to provide essential information for employee career development; and to be used in determining whether the Manager’s work is so deficient as to warrant corrective action.

**WHEREAS**, the Board now desires to establish the County Manager Performance Evaluation Policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida, as follows:

**SECTION 1. FINDINGS.** The above findings are true and correct and are hereby incorporated herein by reference.

**SECTION 2. POLICY.** The Jefferson County Manager Performance Evaluation Policy is hereby adopted as follows.

A. Each year after October 1, each member of the Board shall complete a written County Manager Performance Evaluation in substantially the form set forth in Exhibit “A” hereto (the “Evaluation”). Board members will complete their Evaluations individually without any private discussion among any other members of the Board to avoid any appearance of impropriety or violation of the Sunshine Law. Once completed, the Board member will forward his or her Evaluation directly to the County Manager or designee for inclusion in an agenda item at a publicly noticed meeting.

B. Once the County Manager or designee has received an Evaluation from each member of the Board, the Evaluations will be included in an agenda item for the next publicly

noticed meeting. If not all written evaluations have been received before the day of publication of the final agenda for the last publicly noticed meeting of the calendar year, the County Manager or designee will create an agenda item including all written evaluations that have been received and include it in the final agenda for the last publicly noticed meeting of the calendar year. The Board will use its Evaluations as a guide for determining merit pay increases, to provide essential information for County Manager career development; and to be used in determining whether the County Manager's work is so deficient as to warrant corrective action

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**DULY ADOPTED** this 19th day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

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Austin Hosford, Chairman

ATTEST:

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Trey Hightower  
Clerk of the Circuit Court

APPROVED AS TO FORM:

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Evan J. Rosenthal, Esq.  
County Attorney

**Exhibit “A”**  
**County Manager Performance Evaluation**



# JEFFERSON COUNTY, FLORIDA

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## County Manager Performance Evaluation

County Manager's Name: \_\_\_\_\_

Commissioner's Name: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_

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

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### Evaluation Instructions:

This form shall be completed by each member of the Commission to evaluate the County Manager's performance in each of the areas noted below. Each member of the Board shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

- 5 – EXCELLENT:** The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
- 4 – SUPERIOR:** The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
- 3 – SATISFACTORY:** The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
- 2 – FAIR:** The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
- 1 – UNSATISFACTORY:** The incumbent frequently fails to meet minimum performance expectations.

### Timeline:

- |  |   |
|--|---|
| First regularly scheduled meeting in October:  | <ul style="list-style-type: none"><li>• Manager presents the Annual Report to the Commission</li><li>• Chairman distributes the County Manager's performance evaluation form</li></ul>                                |
| Second regularly scheduled meeting in October: | <ul style="list-style-type: none"><li>• Deadline for completion of the performance evaluation form</li><li>• Commissioners are encouraged to meet with the manager to individually discuss their evaluation</li></ul> |
| First regularly scheduled meeting in November: | <ul style="list-style-type: none"><li>• The compilation of the manager's evaluation and any merit percentage increase recommended by the Chairman are presented for ratification by the Commission</li></ul>          |
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# JEFFERSON COUNTY, FLORIDA

## County Manager Performance Evaluation

### Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	_____ of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	_____ of 5
c. Anticipates problems and develops effective approaches for solving them.	_____ of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	_____ of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	_____ of 5
Total Rating for this Performance Dimension: _____ of 25	
Comments:	

2. Commission Relations	Rating:
a. Carries out directives of the Board as a whole rather than those of any one Board member.	_____ of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Board members.	_____ of 5
c. Assists the Board by resolving problems at the administrative level to avoid unnecessary Board action.	_____ of 5
d. Assists the Board in establishing policy while acknowledging the ultimate authority of the Board.	_____ of 5
e. Is willing to try new ideas proposed by Board members.	_____ of 5
Total Rating for this Performance Dimension: _____ of 25	
Comments:	





# JEFFERSON COUNTY, FLORIDA

## County Manager Performance Evaluation

3. Citizen and Public Relations		Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.		_____ of 5
b. Is willing to meet with members of the community and is responsive to their concerns.		_____ of 5
c. Demonstrates a dedication to service to the community and its citizens.		_____ of 5
d. Expresses information orally in a clear and concise manner when making public presentations.		_____ of 5
e. Is skillful with the news media, proactively providing information that is important to the public.		_____ of 5
Total Rating for this Performance Dimension:		_____ of 25
Comments:		

4. Policy Execution		Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.		_____ of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by the Board.		_____ of 5
c. Implements Board actions in accordance with the intent of the Board.		_____ of 5
d. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.		_____ of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Board policies.		_____ of 5
Total Rating for this Performance Dimension:		_____ of 25
Comments:		



# JEFFERSON COUNTY, FLORIDA

## County Manager Performance Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	_____ of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	_____ of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	_____ of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	_____ of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for County positions.	_____ of 5
b. Is aware of staff weaknesses and works to improve their performance.	_____ of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	_____ of 5
d. Stays accurately informed and concerned about employee relations.	_____ of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	



# JEFFERSON COUNTY, FLORIDA

## County Manager Performance Evaluation

7. Fiscal Management		Rating:
a. Prepares a balanced budget to provide services at a level directed by the Board.	_____	of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	_____	of 5
c. Prepares the budget in an intelligent but readable format.	_____	of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	_____	of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	_____	of 5
Total Rating for this Performance Dimension:		_____ of 25
Comments:		

8. Planning and Organizational Development		Rating:
a. Works with the Board, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	_____	of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	_____	of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	_____	of 5
d. Has a capacity for and encourages innovation.	_____	of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	_____	of 5
Total Rating for this Performance Dimension:		_____ of 25
Comments:		



# JEFFERSON COUNTY, FLORIDA

## County Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	_____ of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	_____ of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	_____ of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	_____ of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	_____ of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	_____ of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	_____ of 5
d. Has the capacity to listen to others and to recognize their interests.	_____ of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	_____ of 5
<b>Total Rating for this Performance Dimension:</b> _____ of 25	
<b>Comments:</b>	



# JEFFERSON COUNTY, FLORIDA

## County Manager Performance Evaluation

### Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	_____	<i>of 25</i>
2. Commission Relations	_____	<i>of 25</i>
3. Citizen and Public Relations	_____	<i>of 25</i>
4. Policy Execution	_____	<i>of 25</i>
5. Intergovernmental Relations	_____	<i>of 25</i>
6. Staffing and Management	_____	<i>of 25</i>
7. Fiscal Management	_____	<i>of 25</i>
8. Planning and Organizational Development	_____	<i>of 25</i>
9. Leadership and Decision-Making	_____	<i>of 25</i>
10. Individual Characteristics	_____	<i>of 25</i>

Total Score: \_\_\_\_\_ of 250

*Divide by 50 (total number of metrics)*

**Total Average Rating:** \_\_\_\_\_ **of 5**

Evaluator's Signature: \_\_\_\_\_

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

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 19, 2025

Date Submitted: June 16, 2025

To: Honorable Chairman and Members of the Board

From: Gus Rojas, County Budget Officer

Subject: Discussion on the Jefferson County BOCC – Jefferson Express Program

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### **Statement of Issue:**

This agenda item requests Board direction on the future funding of the Jefferson Express program. The FDOT Contract G2912 funding a Public Transit Development Program expires on June 30, 2025. The current Agreement with Big Bend Transit, Inc. is currently contingent on the funding from the FDOT.

### **Background:**

The County entered into an agreement with the Florida Department of Transportation through contract G2912 to fund an express transit service route between Monticello, FL and Jefferson County, FL. The contract also allowed for an agreement between Big Bend Transit and the County.

Ridership services began in December of 2022 and have run continuously since then without any major interruption. The contract is effective for three years from the start date, July 1, 2022.

Paragraph 7 of the attached agreement states that the agreement shall not be renewed. The agreement and funding for this program ends June 30, 2025.

**Analysis:** The attached Ridership analysis prepared by staff shows the gradual increase in participation by citizens and its peak occurring in April of 2025. The data provides a cost per operational hour, miles driven, & passenger boarding. Big Bend Transit has provided a service & cost adjustment proposal. The current 12-month cost average has been \$12,991.67, the proposal attached reduces the cost to \$9,250.00 to be offset additionally by ridership fees collected. During the past 12 months the program has had a monthly average of 428 passengers with a cost of \$30.36 per passenger boarding. The adjusted amount decreases that cost passed onto the County to \$21.61. The proposal from Big Bend Transit does decrease service to 5 days a week & 3 round trip routes.

### **Options:**

1. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ridership Analysis
2. Big Bend Transit Proposal
3. FDOT Agreement



June 11, 2025

Mrs. Shannon Metty, County Administrator  
Jefferson County Board of County Commissioners  
1484 South Jefferson Street  
Monticello, Florida 32344

Dear Mrs. Metty and Honorable Commissioners:

**Re: Adjusted Jefferson Express Proposal Amid Budget Constraints**

We understand the financial pressure Jefferson County is facing due to reductions in State and Federal funding. In light of these challenges, we propose a revised, cost-effective model for continuing the Jefferson Express that preserves its essential community benefits while lowering operational expenses.

The Jefferson Express currently operates six days per week, Monday through Saturday, with four round-trips per day totaling 10.25 labor hours daily. It is currently funded through a three-year FDOT Service Development Grant averaging \$12,300 per month in reimbursement.

This route connects Jefferson County residents to critical employment, education, and healthcare opportunities in Tallahassee via stops including Winn-Dixie, McDonald's, Good Mart, the Amazon distribution center, Walmart on Mahan Drive, and C.K. Steele Plaza. Over



40% of the county's workforce commutes to Leon County, and nearly 21% of residents fall below the federal poverty line—further underscoring the Jefferson Express's vital role.

Rather than eliminating the service entirely, we recommend the following adjustments:

1. Operate Monday through Friday only, eliminating Saturday service.
2. Reduce from four to three roundtrips per day, cutting total service from 10.25 to 9.25 hours daily.
3. Deduct passenger fares of \$1.50 per trip from the monthly invoice.

These changes would reduce monthly labor hours from 246 to 185, saving approximately 61 hours. This results in \$3,050 in monthly savings. Passenger fares currently averaging \$675 per month bring the adjusted monthly program cost from \$12,300 to approximately \$8,575. Keeping in mind higher ridership will lower the monthly invoice to the county.

#### BENEFITS OF RETAINING—NOT CANCELING—THE SERVICE

- Protects workforce mobility and supports Jefferson County's economic development goals.
- Maintains educational access to Tallahassee State College, FSU, FAMU, and vocational programs.
- Preserves critical health-care and state-service access for seniors, veterans, and low-income residents.

We appreciate your leadership and commitment to balancing fiscal stewardship with the transportation needs of our community. We urge adoption of the adjusted Jefferson Express plan so that Jefferson County can continue to thrive with dependable, efficient transit. We are ready to work with the Board and FDOT to finalize a compliant service modification and to notify riders well in advance of the new timetable.



Respectfully,

**Shawn Mitchell**

General Manager

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Financial Project Number(s): (Item-segment+phase-sequence) <u>44 8 6 5 5-1-84 -01</u>	Fund(s): Work Activity Code/Function: <u>215</u>	DPTO	FLAIR Category: <u>088774</u>
	Federal Number/Federal Award		Object Code: <u>751000</u>
	Identification Number (FAIN) – Transit only:		Org. Code: <u>55032020329</u>
Contract Number: <u>G2912</u>	Federal Award Date:		Vendor Number: <u>F596000690004</u>
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number:		
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.012</u>			
CSFA Title: <u>Public Transit Service Development Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into July 18, 2022, by and between the State of Florida, Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in to provide Service Development funding for an express transit route providing service between Monticello (Jefferson County) and Tallahassee (Leon County) to connect to the StarMetro Fixed Route Service, as per the submitted project proposal from Big Bend Transit on behalf of Jefferson County BOCC, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ \*Exhibit B2: Advance Payment Financial Provisions
- ☐ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements

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- ☒ \*Exhibit G: Audit Requirements for Awards of State Financial Assistance  
☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

**5. Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through July 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

**a.** ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the     day of    , or within     days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

**7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

**8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

**a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

**b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

**c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

**d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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**9. Project Cost:**

- a. The estimated total cost of the Project is \$500,160. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,160 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
  - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
  - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
 

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.



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**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers 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 Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers 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/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in



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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Jefferson County Board of  
County Commissioners

By: 

Name: Gene Hall

Title: Chairman of Board

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 

00EA910BEA3D404...

Name: Tim Smith

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

DocuSigned by:



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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The Jefferson Express would be a fixed route system running from the city of Monticello into Tallahassee. This route would deposit the riders at a location(s) where they would then be able to move within Tallahassee by the already established "StarMetro" fixed route system. This service would be offered 6 days per week (Monday-Saturday) excluding the holidays, of Christmas, New Year's Day, Thanksgiving and Martin Luther King JR Day.

Initial scheduling will be based on a fixed morning pick-up times and location(s), as well as a fixed return trip time. Big Bend Transit is aware that transportation demand tends to be variable in time. Big Bend Transit will adjust the schedule accordingly to satisfy the demand to accommodate all passengers.

The project is eligible at 100% due to the Jefferson County status of REDI.

**B. Project Location** (limits, city, county, map): Tallahassee, FL/Leon to Monticello, FL/Jefferson

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project will provide operational and capital funding for the Jefferson Express Service Development route between Monticello and Tallahassee as set forth in the agency's submitted application. The capital expenses include the purchase of two (2) Cutaways and the following bus stop amenities:

- Solar shelter
- Benches
- Map/schedule placement
- Surface mounted bike racks
- Trash cans

**D. Deliverable(s)**: Agency shall demonstrate the provision of services as described in the scope by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required by the Department including without limitation eligible project costs and demonstration of the provision of services. Such invoices shall be submitted at such times as the Department may require.

Additional Requirements:

- Quarterly reports submitted with quarterly invoice submission including ridership and trip information.
- Final Report submitted upon completion including a summary on the success, problems and recommendations.
- Final invoice must be accompanied by the agency certification of project completion
- All 3rd Party Contracts must be submitted to FDOT for approval.

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- All capital equipment must be ordered within 90 days of the execution date of this agreement through the Transit Research Inspection Procurement Services (TRIPS - [www.tripsflorida.org](http://www.tripsflorida.org)) or be pre-approved by FDOT District 3 if purchased outside of the TRIPS program.
- If service has not begun, service must start within 90 days of receiving the vehicles.
- This agreement will end 3 years from the start of service or the expiration of this agreement or whichever comes first.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): Any other costs not outlined in the scope of this agreement.

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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**EXHIBIT B**

**Schedule of Financial Assistance  
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448655-1-84-01	DPTO	088774	2022	751000	55.012	Public Transit Service Development Program	\$500,160.00
<b>Total Financial Assistance</b>							<b>\$500,160.00</b>

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$245,216	\$0	\$0	\$245,216
Fringe Benefits	\$67,944	\$0	\$0	\$67,944
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$187,000	\$0	\$0	\$187,000
Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$500,160</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500,160</b>

\* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly  
☒ Quarterly  
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Debbie Prough

Department Grant Manager Name

*Debbie Prough*

Signature

7/14/2022 | 1:05 PM EDT

Date

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**RESOLUTION NO. 2022-**

**RESOLUTION AUTHORIZING JEFFERSON CO. BOARD OF COMMISSIONERS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA), CONTRACT NO.G2912, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO RECEIVE SERVICE DEVELOPMENT PROGRAM FUNDS**

**WHEREAS**, The Jefferson County Board of County Commissioners and the Florida Department of Transportation concur that funding be provided for a Public Transportation Grant Agreement; and

**WHEREAS**, funding from the Florida Department of Transportation Service Development Program is available for Operations of this Program funded at 100% by the Department; and

**WHEREAS**, the purpose of this agreement is to provide transportation funding for the feasibility of operating an appropriately scaled/purpose-directed service route between a rural environment Monticello and the urbanized area of Tallahassee. Funds are provided to support Service Development Program; and

**WHEREAS**, a Public Transportation Grant Agreement is required as a basis for receiving the stated funds; and


**WHEREAS**, The Board further authorizes the Chairman of the Jefferson County Board of County Commissioners to sign any and all reports and invoices associated with this agreement; and

**NOW, THEREFORE BE IT RESOLVED,**

1. The Board confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation.
2. The Chairman of the Jefferson County Board of County Commissioners, or his/her duly appointed successor in title, or such authorized designee, is authorized to execute the Public Transportation Grant Agreement including any Supplemental Participation Agreements (SPA) for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. The Chairman of the Jefferson County Board of County Commissioners, or his/her authorized designee, is authorized to sign requests for Contract Time Extension(s), as may be required in support of the project.
4. The Chairman of the Jefferson County Board of County Commissioners, or his/her authorized designee, is authorized to sign reimbursement requests.

**PASSED AND ADOPTED** by the Jefferson County Board of County Commissioners this 7<sup>th</sup> day of July, 2022.

BY:   
Board Chairperson

ATTEST:   
Clerk of the Court/ Witness

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**EXHIBIT E  
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

**(Service Development)**

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30<sup>th</sup> for the period ending December 31<sup>st</sup> and July 30<sup>th</sup> for the period ending June 30<sup>th</sup>.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
  - a) An evaluation of the attainment of the goals and objectives.
  - b) The reasons any of the goals were not met.
  - c) The benefit accrued by the Agency.
  - d) A statement of the Agency's intent to continue with the service demonstrated.

**-- End of Exhibit E --**

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**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Public Transit Service Development Program  
**CSFA Number:** 55.012  
**\*Award Amount:** \$500,160

\*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.012 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Debbie.Prough@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2912

5/27/2022

### CONTRACT INFORMATION

<b>Contract:</b>	G2912
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	JEFFERSON COUNTY BOCC
<b>Vendor ID:</b>	F596000690004
<b>Beginning Date of This Agreement:</b>	05/25/2022
<b>Ending Date of This Agreement:</b>	07/01/2025
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$500,160.00
<b>Description:</b>	providing Service Development Funding for Express transit route service between Monticello and Tallahassee to connect to

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/27/2022

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55032020329
<b>Expansion Option:</b>	A1
<b>Object Code:</b>	751000
<b>Amount:</b>	\$500,160.00
<b>Financial Project:</b>	44865518401
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2022
<b>Budget Entity:</b>	55100100
<b>Category/Category Year:</b>	088774/22
<b>Amendment ID:</b>	O001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (6s)/Status:</b>	0001/04

**Total Amount: \$500,160.00**

**Jefferson Express Ridership Analysis (December 2022 to April 2025)**

Month	Invoiced Amount	Total Trips	Total Hours	Total Miles	Days of Service	Avg. Boardings/Day	Cost per Hour	Cost per Mile	Cost per Rider
Dec-22	\$ 13,325.00	7	266.50	8,632	26	0.3	\$ 50.00	\$ 1.54	\$ 1,903.57
Jan-23	\$ 12,812.50	12	256.25	8,300	25	0.5	\$ 50.00	\$ 1.54	\$ 1,067.71
Feb-23	\$ 12,812.50	6	256.25	8,300	25	0.2	\$ 50.00	\$ 1.54	\$ 2,135.42
Mar-23	\$ 13,837.50	8	276.25	8,964	27	0.3	\$ 50.09	\$ 1.54	\$ 1,729.69
Apr-23	\$ 12,300.00	5	246.00	7,968	24	0.2	\$ 50.00	\$ 1.54	\$ 2,460.00
May-23	\$ 13,325.00	63	266.50	8,632	26	2.4	\$ 50.00	\$ 1.54	\$ 211.51
Jun-23	\$ 13,325.00	125	266.50	8,632	26	4.8	\$ 50.00	\$ 1.54	\$ 106.60
Jul-23	\$ 12,812.50	79	256.25	8,300	25	3.2	\$ 50.00	\$ 1.54	\$ 162.18
Aug-23	\$ 12,812.50	227	256.25	8,300	25	9.1	\$ 50.00	\$ 1.54	\$ 56.44
Sep-23	\$ 12,812.50	254	256.25	8,300	25	10.2	\$ 50.00	\$ 1.54	\$ 50.44
Oct-23	\$ 13,325.00	325	266.50	8,632	26	12.5	\$ 50.00	\$ 1.54	\$ 41.00
Nov-23	\$ 12,812.50	303	256.25	8,300	25	12.1	\$ 50.00	\$ 1.54	\$ 42.29
Dec-23	\$ 12,812.50	378	256.25	8,300	25	15.1	\$ 50.00	\$ 1.54	\$ 33.90
Jan-24	\$ 12,812.50	374	256.25	8,300	25	15.0	\$ 50.00	\$ 1.54	\$ 34.26
Feb-24	\$ 12,812.50	339	256.25	8,300	25	13.6	\$ 50.00	\$ 1.54	\$ 37.79
Mar-24	\$ 13,325.00	454	266.50	8,632	26	17.5	\$ 50.00	\$ 1.54	\$ 29.35
Apr-24	\$ 13,325.00	518	266.50	8,632	26	19.9	\$ 50.00	\$ 1.54	\$ 25.72
May-24	\$ 13,837.50	380	276.75	8,964	27	14.1	\$ 50.00	\$ 1.54	\$ 36.41
Jun-24	\$ 12,812.50	347	256.25	8,300	25	13.9	\$ 50.00	\$ 1.54	\$ 36.92
Jul-24	\$ 13,325.00	349	266.50	8,632	26	13.4	\$ 50.00	\$ 1.54	\$ 38.18
Aug-24	\$ 13,325.00	400	266.50	8,632	26	15.4	\$ 50.00	\$ 1.54	\$ 33.31
Sep-24	\$ 11,887.50	349	237.75	7,636	23	15.2	\$ 50.00	\$ 1.56	\$ 34.06
Oct-24	\$ 13,837.50	500	276.75	8,964	27	18.5	\$ 50.00	\$ 1.54	\$ 27.68
Nov-24	\$ 12,812.50	454	256.25	8,300	25	18.2	\$ 50.00	\$ 1.54	\$ 28.22
Dec-24	\$ 12,812.50	509	256.25	8,300	25	20.4	\$ 50.00	\$ 1.54	\$ 25.17
Jan-25	\$ 12,300.00	485	246.00	7,968	24	20.2	\$ 50.00	\$ 1.54	\$ 25.36
Feb-25	\$ 12,300.00	411	246.00	7,968	24	17.1	\$ 50.00	\$ 1.54	\$ 29.93
Mar-25	\$ 13,325.00	433	266.50	8,632	26	16.7	\$ 50.00	\$ 1.54	\$ 30.77
Apr-25	\$ 13,325.00	518	266.50	8,632	26	19.9	\$ 50.00	\$ 1.54	\$ 25.72
<b>Total</b>	<b>\$ 377,300.00</b>	<b>8612</b>	<b>7,545.50</b>	<b>244,352</b>	<b>736</b>	<b>11.7</b>	<b>\$ 50.00</b>	<b>\$ 1.54</b>	<b>\$ 43.81</b>

Capital Purchase      \$      77,225.00    Transit Shelters and Benches  
All Expenses            \$      454,525.00

<b>12-Month Average</b>	<b>\$ 12,991.67</b>	<b>428</b>	<b>260</b>	<b>8,411</b>	<b>25</b>	<b>17</b>	<b>\$ 50.00</b>	<b>\$ 1.54</b>	<b>\$ 30.36</b>
<b>Annual Cost</b>	<b>\$ 155,900.00</b>								
<b>Proposal</b>	<b>\$ 9,250.00</b>	<b>428</b>	<b>185</b>	<b>6,006</b>	<b>20</b>	<b>20</b>	<b>\$ 50.00</b>	<b>\$ 1.54</b>	<b>\$ 21.61</b>
<b>Annual Cost</b>	<b>\$ 111,000.00</b>								

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: June 19, 2025

Date Submitted: June 13, 2025

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Approval of Mosquito Control Surplus and Land Swap Plan

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### **Statement of Issue:**

This agenda item is to get approval from the Board to move forward with a land swap option for surplus.

### **Background:**

The Board previously surplused the Mosquito Control Building and directed its sale via competitive bid. The Board subsequently withdrew that direction and directed the County manager to bring back options for a potential land swap. The Property Owner to the North (the “Owner”) has reached out seeking additional property to create a larger easement to the property behind the Road Department in exchange for a portion of Owner’s parcel to the East of Animal Control. Attached are rough sketches of the Mosquito Easement Area and Owner’s Property for the land swap. Such an exchange is permissible under Section 125.37, Florida Statutes, following declaration of surplus after advertisement once a week for at least two weeks in a newspaper of general circulation.

### **Analysis:**

In an effort to conserve funds and increase the area for animal control, Staff are asking the Board to rescind its prior resolution surplusing the larger property and directing its sale to the highest bidder and instead surplus the smaller portion identified in the sketch for a swap in exchange for Owner’s Property to the east of animal control. The additional space for animal control would allow for more space for dogs to be dogs.

With direction to proceed, staff will secure proper sketches, surveys, or legal descriptions of the area to be surplused and swapped, advertise a land swap in accordance with Section 125.37, Florida Statutes, and bring back resolutions necessary to effectuate the same.

### **Options:**

1. Direct Staff to Bring Back an Agenda Item and Resolutions necessary to effectuate the revised Surplus and Land Swap following Advertisement in accordance with Section 125.37, Florida Statutes.
2. Do Not Direct Staff to Bring Back an Agenda Item and Resolutions necessary to effectuate

the revised Surplus and Land Swap following Advertisement in accordance with Section 125.37, Florida Statutes.

3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

Sketches of the proposed land to be swapped.

### Mosquito Building Easement Area



### Owner Property For Swap



# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: June 13, 2025

Date Submitted: June 19, 2025

To: Honorable Chairman and Members of the Board

From: Gus Rojas, County Budget Officer

Subject: Approval of Design agreement for FDOT SCOP Award  
FPN 448605-2-34-01 Ashville Hwy (Bassett Dairy to Quittman Hwy)

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### **Statement of Issue:**

This agenda item requests Board approval for the design agreement for the SCOP project, FPN 448605-2-34-01 Ashville Hwy (Bassett Dairy to Quittman Hwy), in the amount of \$1,497,207.00.

### **Background:**

In the spring of 2024, the county applied for grant funds to assist with the designing the widening and resurfacing Ashville Highway from Bassett Dairy to Quittman Hwy., The design will be completed in one phase but construction is expected to be multi-phased. This grant funds shall come the FDOT's SCOP program.

**Analysis:** The County may approve that it accepts the agreement to fund and be reimbursed for the completion of this project.

### **Options:**

1. Approval of design agreement for FPN 448613-2-54-01.
2. Do Not Approve design agreement for FPN 448613-2-54-01.
3. Board Direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Contract

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FPN: <u>448605-2-34-01</u>	Fund: <u>GRSC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54 - Jefferson</u>	Contract No: _____	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of the CR 146 Ashville Highway Widening and Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.



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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$1,497,207. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,497,207 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### **8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### **9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public



entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### **15. Miscellaneous:**

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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**16. Exhibits.**

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**f. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

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

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

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

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

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

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

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 448605-2-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 11.488 Miles

**PROJECT DESCRIPTION:** The scope of services for this project will include survey, design, permitting and preparation of construction plans and specifications for CR 146 Ashville Highway from Bassett Dairy Road to Quitman Highway. The project will include resurfacing the existing roadway and constructing 1' of widening on both side of the roadway to achieve an asphalt roadway 22' wide consisting of two 11' travel lanes and 6' shoulders (3' paved). The drainage improvements will be a part of the design including roadside swale, as needed to accommodate shoulder widening and cross drain extensions. All work will be complete within existing right of way.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final plans, along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by October 31, 2026.
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

#### SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, ALL necessary certifications and bid documents have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 448605-2-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b> FY: 2026	Maximum Department Participation (Small County Outreach Program)	\$1,497,207.00	\$	\$1,497,207.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$1,497,207.00 100.00%	\$ 0.00 %	\$1,497,207.00 100.00%	
<b>Right-of-Way- Phase 44</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$1,497,207.00	\$ 0.00	\$1,497,207.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator

District Grant Manager Name

Signature

Date



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**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

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**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title  
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

**\*Award Amount:** \$1,497,207.00

\*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for ALN Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 146 (ASHVILLE HWY); AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the survey, design, permitting and preparation of construction plans and specifications services related to the widening and resurfacing of approximately 11.488 miles of CR 146 (Ashville Hwy) from Bassett Dairy to Quittman Highway (the “Project”); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 448605-2-34-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it’s in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$1,497,207.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached “State-Funded Grant Agreement” for CR 146 (Ashville Hwy) from Bassett Dairy to Quittman Highway, widening & resurfacing, Financial Project No. 448605-2-34-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED AND DULY ADOPTED** at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 19<sup>th</sup> day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

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Austin Hosford, Chair

ATTEST:

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Cecil “Trey” Hightower, Clerk of the Circuit Court

APPROVED AS TO FORM:

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Kirsten Mood, Esq.

**ATTACHMENT A**  
**AGREEMENT**



# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: June 13, 2025

Date Submitted: June 19, 2025

To: Honorable Chairman and Members of the Board

From: Gus Rojas, County Budget Officer

Subject: Approval of Construction agreement for FDOT SCOP Award  
FPN 438366-3-54-01 Waukeena Hwy (Nash Rd to Rabon Rd)

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### **Statement of Issue:**

This agenda item requests Board approval for the construction agreement for the SCOP project, FPN 438366-2-54-01 Waukeena Hwy (US 27 to Nash Rd), in the amount of \$2,190,370.00.

### **Background:**

In the spring of 2024, the county applied for grant funds to assist with completing the widening & resurfacing of Waukeena Highway from Nash Rd. to Rabon Rd., This is the second of a three-phase construction project. This grant funds shall come the FDOT's SCOP program.

**Analysis:** The County may approve that it accepts the agreement to fund and be reimbursed for the completion of this project.

### **Options:**

1. Approval of construction agreement for FPN 438366-3-54-01.
2. Do Not Approve construction agreement for FPN 438366-3-54-01.
3. Board Direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Contract

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FPN: <u>438366-3-54-01</u>	Fund: <u>GRSC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54 - Jefferson</u>	Contract No: _____	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 259 Waukeelah Highway - Phase II widening and resurfacing project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$2,190,370. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,190,370 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### **8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### **9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.



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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### **15. Miscellaneous:**

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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**16. Exhibits.**

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**f. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

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

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

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

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

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

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

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 438366-3-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 2.281 Miles

**PROJECT DESCRIPTION:** This project is for the Construction and CEI services of the widening and resurfacing of CR 259 Waukeelah Highway from CR 158 Nash Road to Rabon Road - Phase II. This project will include widening two 11' travel lanes and variable width grassed shoulders to two 12' travel lanes with 3' paved shoulders. Cross drain and side drain replacement as well as safety improvements including signage, pavement markings, and guardrail will be constructed as necessary. All work will be completed within the existing right-of-way.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .



- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 438366-3-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Small County Outreach Program)	\$2,190,370.00	\$	\$2,190,370.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2026	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$2,190,370.00 100.00%	\$ 0.00 %	\$2,190,370.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$2,190,370.00	\$ 0.00	\$2,190,370.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

## STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Jefferson County Board of County CommissionersPROJECT DESCRIPTION: CR 259 Waukeenah Highway - Phase II Widening and ResurfacingFPID#: 438366-3-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

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

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

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

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

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

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

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**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

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**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title  
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

**\*Award Amount:** \$2,190,370.00

\*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for ALN Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 259 (WAUKEENAH HWY); AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the construction and CEI services related to the widening & resurfacing of approximately 2.281 miles of CR 259 (Waukeelah Hwy) from Nash Road to Rabon Road (the “Project”); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 438366-3-54-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it’s in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$2,190,370.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached “State-Funded Grant Agreement” for CR 259 (Waukeelah Hwy) from Nash Road to Rabon Road, resurfacing, Financial Project No. 438366-3-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED AND DULY ADOPTED** at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 19<sup>th</sup> day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

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Austin Hosford, Chair

ATTEST:

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Cecil “Trey” Hightower, Clerk of the Circuit Court

APPROVED AS TO FORM:

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Kirsten Mood, Esq.

**ATTACHMENT A**  
**AGREEMENT**

# Board of County Commissioners

## Agenda Request

Date of Meeting: June 13, 2025

Date Submitted: June 19, 2025

To: Honorable Chairman and Members of the Board

From: Gus Rojas, County Budget Officer

Subject: Approval of Construction agreement for FDOT SCOP Award  
FPN 448613-2-54-01 Boston Hwy (Still Rd to Giley Rd)

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### **Statement of Issue:**

This agenda item requests Board approval for the construction agreement for the SCOP project, FPN 438366-2-54-01 Boston Hwy (Still Rd to Giley Rd), in the amount of \$1,919,861.00.

### **Background:**

In the spring of 2024, the county applied for grant funds to assist with completing the widening & Resurfacing of Boston Highway from Still Rd. to Giley Rd., This is the second of a multi-phase construction project. This grant funds shall come the FDOT's SCOP program.

**Analysis:** The County may approve that it accepts the agreement to fund and be reimbursed for the completion of this project.

### **Options:**

1. Approval of construction agreement for FPN 448613-2-54-01.
2. Do Not Approve construction agreement for FPN 448613-2-54-01.
3. Board Direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Contract

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FPN: <u>448613-2-54-01</u>	Fund: <u>GRSC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54 - Jefferson</u>	Contract No: _____	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 149 Boston Highway Phase II Widening and Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,919,861. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,919,861 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department



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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### **8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### **9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

#### **15. Miscellaneous:**

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.



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**16. Exhibits.**

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**f. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

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

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

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

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

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

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

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 448613-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 2.806 Miles

**PROJECT DESCRIPTION:** This project is for the Construction and CEI Services of the widening and resurfacing of CR 149 Boston Highway from Still Road to Giley Road. This project will include widening and resurfacing the roadway to two 12' travel lanes with 3' paved shoulders. Drainage improvements will include driveway side drain pipes and miter-end sections. Signage, thermoplastic striping and RPM's will be included in the project. All work will be completed within the existing right of way.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is advised to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .

- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31,2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 448613-2-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Small County Outreach Program)	\$1,919,861.00	\$	\$1,919,861.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2026	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$1,919,861.00 100.00%	\$ 0.00 %	\$1,919,861.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$1,919,861.00	\$ 0.00	\$1,919,861.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

## STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Jefferson County Board of County CommissionersPROJECT DESCRIPTION: CR 149 Boston Highway Phase II Widening and Resurfacing ProjectFPID#: 448613-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

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

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

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

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

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

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

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**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.



**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title  
and ALN Number:**

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

**\*Award Amount:** \$1,919,861.00

\*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for ALN Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 149 (BOSTON HWY); AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the construction and CEI services related to the widening and resurfacing of approximately 2.806 miles of CR 149 (Boston Hwy) from Still Road to Giley Road (the “Project”); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 448613-2-54-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it’s in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$1,919,861.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached “State-Funded Grant Agreement” for CR 149 (Waukeelah Hwy) from Still Road to Giley Road, widening & resurfacing, Financial Project No. 448613-2-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED AND DULY ADOPTED** at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 19<sup>th</sup> day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

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Austin Hosford, Chair

ATTEST:

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Cecil “Trey” Hightower, Clerk of the Circuit Court

APPROVED AS TO FORM:

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Kirsten Mood, Esq.

**ATTACHMENT A**  
**AGREEMENT**