BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
January 6, 2026 at 6:00 PM
Edward J. Butler Governmental Complex
9-B East Jefferson Street
Quincy, Florida

AGENDA

1. **Call to Order**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Amendments to the Agenda**

Request to **PULL** under **Public Hearing:**

Item 10.a Approval of funding from a Due to Liability owed Midway Senior Center moved to FY 25-26 Budget

Request to **ADD** under **General Business:**

Item 11.o Approval of Resolution for Grant Agreement between Gadsden County and the Florida Department of Transportation.

5. **Approval of Agenda.**

6. **Awards, Presentations and Appearances**

7. Consent

7.a

Ratification Memo

(Clerk of Court)

7.a Agenda Item Ratification Memo.pdf

7.b

BOCC Meeting/Workshop Minutes:

1. December 11, 2025, Special Meeting
2. December 16, 2025, Regular BOCC Meeting
3. December 18, 2025, Special Meeting

7.b.1 Agenda Item 20251211 Special Meeting MIN_unbound.pdf
7.b.3 Agenda Item 20251218 Special Meeting MIN_unbound.pdf
7.b.2 Agenda Item Regular Meeting MIN_unbound.pdf

8. Items Pulled for Discussion

9. Citizens Requesting to be Heard on Non-Agenda Items (3-Minute Limit)

The Gadsden County Board of County Commissioners welcomes and encourages public participation at all meetings of the Board. Citizens are free to speak for up to three (3) minutes on non-agenda items. Public comments and participation are also encouraged for items on the agenda.

Additionally, if you are unable to attend a meeting in person, comments from the Public can also be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until noon on the date of the meeting. Comments submitted after the deadline, but prior to the meeting, will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting.

Citizens are further encouraged to participate on the County's website at www.gadsdencountyfl.gov.

10. Public Hearing

10.a

Approval to reallocate funding from a Due to Liability

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)
10.a Agenda Item reallocate senior funds.pdf

11. General Business

11.a

Approval of Change Order No. 02 for Ben Bostick Road Resurfacing Project

(Reginald James, Interim County Administrator/ Curtis Young, Public Works Director)

11.a Agenda Item Ben Bostick Resurf.pdf

11.b
Board Direction for approval of a partnership Gadsden County Chamber of Commerce Agreement for FY2025

(Reginald James, Interim County Administrator/T.J. Lewis, Director, Economic Development)

11.b Agenda Item Chamber of Commerce.pdf

11.c
Approval of appointment of Antonio Jefferson to CareerSource Capital Region Board

(Reginald James, Interim County Administrator)

11.c Agenda Item Jefferson Career Source.pdf

11.d
Approval of appointment of Daniel Jones to CareerSource Capital Region Board

(Reginald James, Interim County Administrator)

11.d Agenda Item Jones Career Source.pdf

11.e
Approval to Renew Dietician Contract for Older American Act Title III Program

(Reginald James, Interim County Administrator/Latoya Fryson, Elderly Affairs)

11.e Agenda Item Dietitian Contract.pdf

11.f
Approval to Authorize Payment for Emergency Repairs on Drake Acres Road

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.f Agenda Item Drake Acres Rd.pdf

11.g
Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for Qualifications (RFQ) 26-01 Professional Engineering Services for Road and Bridge Projects

(Reginald James, Interim County Administrator/Rose Raynak, Finance Director)
11.g Agenda Item RFQ 26-01Roads and Bridges.pdf

11.h
Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for

Qualifications (RFQ) 26-02 Professional Engineering Services for Facilities, Parks, and Other Structures

(Reginald James, Interim County Administrator/Rose Raynak, Finance Director)

11.h Agenda Item RFQ 26-02Facili,Parks,Bridge.pdf

11.i

Approval of the Supplemental Agreement for Charles Brown Road Over Dam Creek Bridge NO. 504024 Rehabilitation Repair

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.i Agenda Item Charles Brown Rd.pdf

11.j

Approval of Resolution for Safe Routes to School Application for DOT

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.j Agenda Item Safe Routes to School.pdf

11.k

Approval of Public Works Heavy Equipment Lease Purchase

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.k Agenda Item Heavy Equipment.pdf

11.l

Approval of Bid Award to Peavy & Son Construction Co. for Dogtown Rd widening and resurfacing project

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.L Agenda Item Dogtown Road.pdf

11.m

Approval of Bid Award to Peavy & Son Construction Co. for Providence Rd resurfacing Project

(Reginald James, Interim County Administrator/Curtis Young, Public Works Director)

11.m Agenda Item Providence Road.pdf

11.n

Approval of Departmental Software Purchases

(Reginald James, Interim County Administrator/Rose Raynak, Finance Director/ Jeronda Robinson, Director of Human Resources/Kassandra McGlonn, Grants Administrator)

11.n Agenda Item Software Purchases.pdf

11.o

Approval of Resolution for Grant Agreement between Gadsden County and the Florida Department of Transportation.

(Reginald James, Interim County Administrator/Kassandra McGlonn, Grants Administrator and Director of Operations)

11.o Agenda Item Res Grant Agree. FDOT.pdf

11.p

County Administrator Position, Interim Administrator Position, Establishing a Process to Hire a Permanent County Administrator

(Reginald James, Interim County Administrator/Louis J. Baptiste, Interim County Attorney)

12. Clerk of Court

Updates
(Nicholas Thomas, Clerk of Court)

13. County Attorney

Updates
(Louis J. Baptiste, Interim County Attorney)

14. County Administrator

Updates
(Reginald James, Interim County Administrator)

15. Discussion Items by Commissioners

15.a. Commissioner Shawn Wood, District 3
15.b. Commissioner Ronterious Green, District 5
15.c. Commissioner Alonzetta Simpkins, District 2
15.d. Commissioner Brenda A. Holt, District 4
15.e. Commissioner Eric F. Hinson, District 1

16. Motion to Adjourn

17. Receipt and File

Nicholas Thomas
Gadsden County, Florida

Clerk of the Circuit Court

Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLAS THOMAS, CLERK

RE: RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

DATE: December 30, 2025

Please ratify your approval for the payment of County bills as reflected in the warrant vouchers listed below:

Accounts Payable Dated: December 9, December 16, December 17

Payroll Dated: December 23

Ph. (850) 875-8601
FAX (850) 875-8612

Website: www.gadsdenclerk.com
Email: clerkofcourt@gadsdenclerk.com

P.O. Box 1649
Quincy, FL 32353-1649

AT A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON DECEMBER 11, 2025 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: **Eric F. Hinson, Chair, District 1**
Ronterious Green, Vice-Chair, District 5
Alonzetta Simpkins, District 2
Brenda A. Holt, District 4
Shawn Wood, District 3
Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk

1. Call to Order, Invocation and Pledge of Allegiance

Chair Hinson called the meeting to order at 6:00 p.m. Commissioner Simpkins led into invocation and the Pledge of Allegiance.

4. Amendments to the Agenda

Mr. Baptiste asked to move item 6, citizens requesting to be heard, after general business. It would be more pertinent to give the information first and then allow the citizens to be heard.

Vice-Chair Green asked to add the County Administrator position to the agenda.

VICE-CHAIR GREEN MADE A MOTION TO ADD THE COUNTY ADMINISTRATOR POSITION TO THIS AGENDA AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD WENT INTO DISCUSSION.

Chair Hinson stated normally, they stay on task for special meetings. Commissioner Green stated according to Ordinance 2021-015, for special meetings, they can add any other business that may come before the board. He stated the board voted to add the County Administrator position on the next regular meetings agenda; however, he did not see it on the agenda for the December 16th meeting.

Mr. Baptiste read Ordinance 2021-015 into the record. He stated Commissioner Green is correct in that they voted for it to be on the next meeting's agenda and it should be on the agenda. They will not meet the Sunshine requirements if they attempt to amend this agenda now and talk about that here.

Commissioner Green rescinded his motion and Commissioner Holt rescinded her second.

5. Approval of Agenda

6. Citizens Requesting to be Heard on Non-Agenda Items (3-Minute-Limit)

The Gadsden County Board of County Commissioners welcomes and encourages public participation at all meetings of the Board. Citizens are free to speak for up to three (3) minutes on non-agenda items. Public comments and participation are also encouraged for items on the agenda. Additionally, if you are unable to attend a meeting in person, comments from the Public can also be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until noon on the date of the meeting. Comments submitted after the deadline, but prior to the meeting, will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting. Citizens are further encouraged to participate on the County's website at www.gadsdencountyfl.gov.

7. General Business

7.a. Report on Elderly Affairs

Mr. James stated on November 17, 2025, he received an email from the Clerk, Mr. Thomas, detailing improper financial activity within the Department of Elderly Affairs. On December 1, 2025, he received investigative documents between Elderly Affairs and the Senior Citizens Foundation related to unauthorized rent payments for use of county property. On December 2, 2025, at a regular meeting of the board, the board voted 4-0 to give interim County Attorney, Mr. Baptiste, the authority to investigate the situation.

After the investigation was ordered, Mr. James felt it was his administrative responsibility to distance the director, Mrs. Fryson, from the investigation. Therefore, he transferred her to Project Manager, which did not impact her financially. The investigation report is complete and will be presented by Attorney Baptiste, followed by a brief financial overview of the Elderly Affairs Department by Mrs. Raynak.

Mr. Baptiste stated he has passed out the investigate report related to the use of the facility at 79 Lasalle Leffall Drive by the Department of Elderly Affairs. He stated he was asked to examine the financial transactions conducted at this address. He received several documents from Mrs. Fryson and spoke with the Elderly Affairs staff. Attorney Baptiste stated he also did a historical analysis where he went back to the origination of Gadsden County providing Elderly services.

Mr. Baptiste stated at no point did this county commission authorize any third-party to rent out that facility. The information they received suggested that the facility has been rented out to third-parties since May 2024 for a total amount of $6,095. Rental money was repeatedly deposited into the Gadsden County Senior Citizens Foundation bank account rather than the Board of County Commissioners' accounts. He stated he had no difficulty getting information from staff and it was public record that can be provided.

Mr. Baptiste stated the money received from renting to third-parties was transferred and deposited into a private account at Centennial Bank under the name Gadsden County Senior Foundation. It was a violation of Florida Law. The county commission and the Clerk have no control over that private account.

Mr. Baptiste read an email into the record that was sent on April 17, 2024, where it states "We have to resolve the building rental donations for the facility here. All of the recent building use has been staff use wherein I deposited the funds as donations for facility use into the foundation account. We have an actual rental coming up in May; If we are renting the building, taxes must be paid to the Florida Department of Revenue. So, being that the building belongs to the county, should rental payments be made to the BOCC or continue to GCSCF?" Mr. Baptiste stated the problem was that this email was never acted on.

In the email, Charles Hayes was referred to as the Operations Chief. He did not find any record in this county showing that Mr. Hayes was ever recognized by this board as being an Operations Chief. Although some staff reported that Charles Hayes and former County leadership verbally instructed them to deposit rental money into the Foundation account and not collect sales tax, such verbal directions cannot override state law or the Florida Constitution. Charles Hayes never had the ability to direct county funds.

Mr. Baptiste stated the Board never approved different rental levels and has to look into whether it was legal or not. He also looked into overlapping duties; county staff would normally and routinely do foundation work on county time. He received information that there was a private credit card which belongs to the foundation. That private credit card is attached to a Centennial Bank that the monies for rent were transferred to. County employees were checking in and out this private credit card to use for items affiliated with county business, which was a problem under Sunshine Law. They do not have the ability to fulfill public records request for documents that they do not have access to and the Clerk cannot manage county funds if they are used on a private credit card. Mr. Baptiste mentioned that at no point did the county have a lease agreement with the Senior Foundation.

Mr. Baptiste stated he was not able to confirm that this was an inherited process. From the information he received from staff, there were no rentals prior to May 2024. Prior to May 2024, the facility was only used by staff; they gave a donation and it was then deposited into the Senior Foundation account at Centennial Bank. The facility might have been rented by Gadsden Senior Services before then, but that was an entire separate legal analysis for Gadsden Senior Services due to them having a valid lease. That lease may have allowed GSS to rent the facility out to third-parties.

In conclusion, Mr. Baptiste provided his recommendations:

1) Immediately suspend all rentals of County property by employees or third parties until a BOCC-approved Uniform Rental Policy is enacted.
2) Require all revenue associated with County Facilities to be:
   - Receipted through BOCC accounts
   - Deposited with the Clerk of Court
3) Enforce mandatory compliance with Florida Sales Tax obligations under 212.031.

Future of Elder Affairs:

Option 1: Gadsden County transfers all grants from the Elder Affairs Department to the Gadsden Senior Foundation, including employees and operations, and allows the Gadsden

Senior Foundation to operate as a standalone organization without aid or interference from the County, similar to the operation of Gadsden Senior Services prior to the financial irregularities that caused the organization to cease operations.

Option 2: Gadsden County continues to operate the Elder Affairs Department and to sever any official relationship with Gadsden Senior Foundation to avoid a conflict of interest, allowing the foundation to provide separate services to seniors, similar to other non-profits in the county.

Commissioner Green stated there was no personal gain from the individual who was moved from the director position. In his opinion, this whole thing was done wrong. It should have come before the board and had meetings on this before the person was moved from her position. He stated that facility has been rented for years, and the money benefited the seniors.

Commissioner Holt stated on March 17, 2025, there was an agenda item to address these issues but it was pulled and the attorney never came back with it. She stated Mrs. Fryson should have never been moved and the administrator should have notified them about the change.

Commissioner Wood stepped out at 7:24 p.m.

Commissioner Wood returned at 7:26 p.m.

Commissioner Simpkins stated since she has been on this board, it has been in support of senior citizens. She stated to her fellow commissioners that they do not have to like the way she does business, but do not go out and taint her name with lies. She stated she has not tainted anyone's name and will continue to advocate for all seniors in Gadsden County to receive services. She stated she did not agree with how all of this was done and asked for Mr. James to advise employees as to the reasoning for what he is doing.

Mr. Baptiste advised to open the floor to any questions the citizens may have regarding this investigation.

<u>Roosevelt Rogers, 9260 FL-GA Hwy</u>
Mr. Rogers asked if Mrs. Fryson was notified of why she was being moved. He asked if Attorney Baptiste was aware that they moved the employee so that she can be removed from the investigation and was this board notified that this type of investigation was taking place and the employee was being moved.

Mr. Baptiste stated he met with Mrs. Fryson yesterday and that was when he learned that she did not know why she was being moved. He stated the board did not know about the employee being moved as a part of the investigation; the board has no right to be involved in day-to-day activities.

<u>Emanuel Sapp, 821 2nd St</u>
Mr. Sapp appeared before the board and stated the movement of her position should have never took place and the abstract should have been done.

Mr. Baptiste stated the Elderly Affairs did not exist in its current capacity until 2022, so there is no historical analysis on Elderly Affairs renting out to third-parties because it did not exist. So, there is no abstract going back that far because the data does not exist.

Commissioner Simpkins stepped out at 7:47 p.m.

Anthony Viegbesie, 989 Barineau Rd. Havana, FL
Mr. Viegbesie appeared before the board and stated he made the motion in 2019 to create the Department of Elderly Affairs. He asked why was Mrs. Fryson not told what was about to happen and why she was being reassigned.

Commissioner Simpkins returned at 7:50 p.m.

Clarence Tennell, 722 W. King St. Quincy, FL
Mr. Tennell appeared before the board to express his concerns and stated they need to do better. Mrs. Fryson should not have been moved without knowing why. Mr. Tennell stated he heard that Mr. James had a list of people he was told to get rid of and Mrs. Fryson was #1 on the list.

Jada Brown, 512 Norman St. Tallahassee, FL
Ms. Brown appeared before the board to express her concerns.

Patricia Tennell, 722 W King St. Quincy, FL
Mrs. Tennell appeared and stated Mrs. Fryson deserved an apology.

Willie Hickman, 160 Firefox Ct.
Mr. Hickman appeared and stated this process was not done right.

Tracey Stallworth, PO Box 1339 Quincy, FL
Mr. Stallworth appeared and asked Mr. Baptiste how this could be fixed so that she could remain as the Director. Mr. Baptiste stated his roles is to investigate and provide the county legal advice.

Jada Brown, 512 Norman St. Tallahassee, FL
Ms. Brown appeared again and asked Mr. Baptiste if the investigation was over. Mr. Baptiste stated yes. She asked what are the plans for the funds put on hold for the investigation. Mr. Baptiste stated several months ago, funds were put on hold pending an audit. A week ago, he asked the board for authority to investigate relating to the use and rental of the facility. Those were 2 separate issues.

Commissioner Holt stepped out at 8:15 p.m.

Commissioner Holt returned at 8:16 p.m.

Berta Kemp, 129 Fyre Rd. Havana Fl
Ms. Kemp appeared before the board to express her concerns.

Tim Mosley, 130 Ponderosa Cr. Midway, FL
Mr. Mosley appeared before the board to express his concerns.

Kathy Brown, 1592 Salley Brown Rd. Quincy, FL
Ms. Brown appeared and asked Mr. James about his vision for Gadsden County. Mr. James stated they have 1.1 million that are putting into senior services, and he would like to see an expanded version of senior citizens.

Commissioner Green stepped out at 8:32 p.m.

Commissioner Green returned at 8:33 p.m.

Andrew Fryson, 1875 MLK Blvd. Midway, FL
Mr. Fryson appeared and asked if they knew how it felt for their wife to cry all night and be hurt by this. He stated she did not do anything wrong. He asked Mr. Baptiste if Mrs. Fryson did anything wrong or illegal. Mr. Baptiste stated yes, she was in charge of a system that allowed county funds to be directed to a private non-profit account with Centennial Bank. He did not believe Mrs. Fryson benefited from a single penny for personal use.

Commissioner Simpkins stepped out at 8:36 p.m.

Commissioner Simpkins returned at 8:37 p.m.

Anthony Viegbesie, 989 Barineau Rd. Havana, FL
Mr. Viegbesie appeared again to express his concerns.

Linda Brown, 531 Lincoln St
Ms. Brown appeared and asked the board to do the right thing.

Kimblin NeSmith, PO Box 1515 Quincy, FL 32353
Mr. NeSmith appeared to express his concerns.

Jasmar Sweet, 1343 Barack Obama Quincy, FL
Mr. Sweet appeared to express his concerns.

Stanley Sims, 109 E. 10th Ave Havana, FL
Mr. Sims appeared before the board to express his concerns.

Mr. James stated he had concerns regarding money not being handled properly, however, he did take into consideration that there were no real policies that would guide how Mrs. Fryson dealt with the money. He stated it would be hard to hold her at fault for what has happened and it would be in the best interest of the county for Mrs. Fryson to return to her director position.

8. <u>Motion to Adjourn</u>

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 9:22 PM.

GADSDEN COUNTY, FLORIDA

_____
ERIC F. HINSON, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

AT A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON DECEMBER 18, 2025 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: **Eric F. Hinson, Chair, District 1**
Ronterious Green, Vice-Chair, District 5
Alonzetta Simpkins, District 2
Brenda A. Holt, District 4
Shawn Wood, District 3
Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk

1. Call to Order, Invocation and Pledge of Allegiance

Commissioner Holt called the meeting to order at 6:00 p.m. and led into a silent prayer and the Pledge of Allegiance.

4. Amendments to the Agenda

5. Approval of Agenda

COMMISSIONER WOOD MADE A MOTION TO APPROVE THE AGENDA AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 3-0 TO APPROVE.

6. Citizens Requesting to be Heard on Non-Agenda Items (3-Minute-Limit)

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Commissioner Holt read aloud the above statement.

7. General Business

7.a. Bonding for Infrastructure (JoLinda Herring)

JoLinda Herring, Bryant Miller Olive, appeared to discuss bonding and the process.

Commissioner Green appeared at 6:05 p.m.

Ms. Herring went over the different Bond types.

Ms. Herring explained Revenue Bonds.

Commissioner Green asked about last time they used bonds and if they used their company Bryant Miller Olive; Ms. Herring stated yes, back in 2018.

Commissioner Simpkins asked about one bond for multiple projects; Ms. Herring stated you can issue one bond for multiple projects.

Chair Hinson appeared at 6:15 p.m.

Commissioner Holt asked about average interest rate; Ms. Herring stated it depends on the project but can range from 3 ½ to 4 ½ %.

Commissioner Simpkins stated they need a plan and timeline on this.

Commissioner Wood stepped out at 6:35 p.m.

Commissioner Wood returned at 6:36 p.m.

Commissioner Green mentioned identifying projects.

Commissioner Green stepped out at 6:54 p.m.

Commissioner Holt stated she doesn't agree with what Chair Hinson said.

Commissioner Simpkins asked if roads and lighting would be under one; Ms. Herring stated yes.

Attorney Baptiste stated the board did not want a general obligation bond.

Mr. James mentioned looking at what happened in the past and come back with it.

Attorney Baptiste stated for each commissioner to identify 2 or 3 each so there will be a plan next time; Attorney Baptiste stated Ring power agreed to extension regarding agenda item for next Tuesday.

COMMISSIONER WOOD MADE A MOTION TO CANCEL THE MEETING ON DECEMBER 23 AND MOVE IT TO JANUARY 6 AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 4-0 TO APPROVE.

Attorney Baptiste stated to set a deadline; Chair Hinson stated January 2nd.

Commissioner Holt stepped out at 7:25 p.m.

8. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 7:26 PM.

GADSDEN COUNTY, FLORIDA

_____
ERIC F. HINSON, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON DECEMBER 16, 2025 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: **Eric F. Hinson, Chair, District 1**
Ronterious Green, Vice-Chair, District 5
Alonzetta Simpkins, District 2
Shawn Wood, District 3
Brenda A. Holt, District 4
Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk

1. Call to Order, Invocation and Pledge of Allegiance

Chair Hinson called the meeting to order at 6 p.m. Commissioner Simpkins l ed into invocation and the Pledge of Allegiance.

4. Amendments to the Agenda

Mr. James asked to pull item 11.c. and add items 11.f., 11.g., and 11.h.

Commissioner Green stated his item was not on the agenda and he will address it in his comments. Chair Hinson stated they could add the county administrator position as item 11.i.

COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE ABOVE AMENDMENTS AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

5. Approval of Agenda

COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE AGENDA AS AMENDED AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner Holt asked to add an amendment. She would like to add policy on ending meetings.

COMMISSIONER HOLT MADE A MOTION TO AMEND THE AGENDA TO ADDRESS THE CLOSING OF THE REGULAR MEETINGS AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD WENT INTO DISCUSSION

COMMISSIONER GREEN RESCINDED HIS SECOND DUE TO NEEDING DOCUMENTATION ON IT FIRST BEFORE DISCUSSING.

6. Awards, Presentations, and Appearances

6.a. Major Projects Presentation

Mr. James stated Ms. McGlonn will provide updates on projects.

Ms. McGlonn appeared to present before the board. She mentioned the Public Safety Complex and stated they were at a good place. She stated the bid closed last month for the EMS building. They received 2 bids, however, neither were within the threshold of funding. They are in the process of getting an increase for that project.

Chair Hinson recessed meeting at 6:26 p.m. and resumed at 6:34 p.m.

6.b. Economic Development Update Presentation

T.J. Lewis appeared to provide an update on economic development.

7. Consent

COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THE CONSENT AGENDA AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

7.a Ratification Memo

7.b BOCC Meeting/Workshop Minutes

1. December 2, 2025, Regular BOCC Meeting

8. Items Pulled for Discussion

9. Citizens Requesting to be Heard on Non-Agenda Items (3-Minute-Limit)

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Chair Hinson read aloud the above statement.

Kate MacFall, 1206 Walton Dr. Tallahassee, FL

Ms. MacFall appeared in regards to animal services.

~~**Kathy Brown, 1592 Brown Rd.**~~

~~**Patricia Tennell, 722 West King St. Quincy, FL**~~

Anthony Viegbesie, 989 Ames Barineau Rd Havana, FL 32333
Mr. Viegbesie appeared to ask them to disperse the $40k to Elderly Affairs.

Derrick Elias, P.O. Box 2171 Quincy, FL
Mr. Elias appeared before the board. `

10. Public Hearing

10.a. Approval of Public Works Heavy Equipment Lease Purchase
Mr. James presented the above item.

Mr. Meeks appeared and provided an overview. Commissioner Holt asked if there was a certain certification needed to work on this equipment. Mr. Meeks stated they will get a PowerTrain Warranty extended for 3 years.

Ringpower Rep., Jimmy Menta, appeared before the board and stated they do inspections for equipment and their goal was to try to predict premature failures. They have a training department as well.

Commissioner Green wanted to verify that RingPower did the financing. Mr. Meeks stated yes. Commissioner Green asked if they checked with banks. Mr. Meeks stated they did not check with any local banks. Commissioner Green stated going forward, they should also consider the financial institutions.

Chair Hinson stated he would like to see all options out there. He would rather gather all information first and then make the best decision.

Commissioner Simpkins stated the money is due January 26 and they need to make a decision. Mr. Baptiste stated January 26 was the deadline but they have to give them 30 days of their notice of intent, so December 26 would be the deadline.

Commissioner Wood stepped out at 7:51 p.m.

Commissioner Wood returned at 7:52 p.m.

COMMISSIONER GREEN MADE A MOTION TO TABLE ITEM 10.A. AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 4-1 TO APPROVE. COMMISSIONER SIMPKINS OPPOSED.

10.b. Approval of Adoption of Ordinance 2025-05
Mr. James presented. Commissioner Green asked for School Board Rep. Sylvia Jackson, from School Board, appeared.

Commissioner Simpkins stepped out at 8:07 p.m.

Commissioner Simpkins returned at 8:10 p.m.

COMMISSIONER GREEN MADE A MOTION TO APPROVE ITEM 10.B. AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11. General Business

11.a. Approval to reallocate funding from a Due To Liability
Mr. James presented.

Commissioner Holt stepped out at 8:22 p.m.

Commissioner Holt returned at 8:25 p.m.

Mr. Baptiste stated this needed a public hearing.

COMMISSIONER SIMPKINS MADE A MOTION TO TABLE THIS ITEM AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11.b. Approval of Mosquito Control Updated Certified and Detailed Work Plan Budget FY25-26
Mr. James presented the above item.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THIS ITEM AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

~~**11.c. Approval of Departmental Software Purchases for development and implementation of the Gadsden Management System (GMS)**~~

11.d. Approval of CRA Work Authorization #_____ for the Design Package for the Renovations of the Gadsden County Courthouse (DOS Agreement #25.h.sc.100.009)
Mr. James presented the above item.

COMMISSIONER HOLT MADE A MOTION TO APPROVE ITEM 11.D. AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11.e. Approval of Change Order #01 Ben Bostick Road Resurfacing

COMMISSIONER HOLT MADE A MOTION TO APPROVE ITEM 11.E. AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11.f. Approval of Bid Award to Peavy & Son Construction Co. for Dogtown Rd widening and resurfacing project
Mr. James presented the above item.

COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE ITEM 11.F. AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Chair Hinson asked about advertisement and if the requirements were met. Mr. Baptiste suggested to pull items 11.f. and 11.g. due to advertisement issues.

COMMISSIONER SIMPKINS RESCINDED HER MOTION AND COMMISSIONER HOLT RESCINDED HER SECOND.

11.g. Approval of Bid Award to Peavy & Son Construction Co. for Providence Rd resurfacing Project

COMMISSIONER SIMPKINS MADE A MOTION TO TABLE ITEMS 11.F. AND 11.G. AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11.h. Future Procedures for Electing BOCC Chair/ Based on Board Vote

Mr. Baptiste stated they would need a workshop to amend the ordinance; the board could give direction and he could present this item at a future point.

Commissioner Green stated his issues were roles and duties of the chair, not process of election for the Chairman. Mr. Baptiste asked to table this item.

COMMISSIONER HOLT MADE A MOTION TO REMOVE THIS ITEM FROM THE AGENDA AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11.i. Update on Administrative Search

Mr. James stated he check with HR, and the previous administrator did not conclude this process.

Commissioner Simpkins stepped out at 8:56 p.m.

Commissioner Simpkins returned at 8:58 p.m.

COMMISSIONER HOLT MADE A MOTION TO TERMINATE THE INTERIM COUNTY ADMINISTRATOR. MOTION DIED DUE TO LACK OF SECOND.

COMMISSIONER GREEN MADE A MOTION TO TERMINATE THE INTERIM COUNTY ADMINISTRATOR CONTRACT AT THE END OF DECEMBER AND ALLOW JUSTIN STIELL TO SERVE AS INTERIM COUNTY ADMINISTRATOR. COMMISSIONER HOLT MADE THE SECOND AND THE BOARD WENT INTO DISCUSSION.

Mr. Baptiste stated it was not on the agenda to terminate a contract; this item was just for an update on the County Administrator search.

COMMISSIONER GREEN RESCINDED HIS MOTION AND COMMISSIONER HOLT RESCINDED HER SECOND.

COMMISSIONER GREEN MADE A MOTION FOR THE COUNTY ADMINISTRATOR POSITION BE ON THE AGENDA FOR THE NEXT REGULAR MEETING AND COMMISSIONER HOLT MADE THE

SECOND. THE BOARD VOTED 3-2 TO APPROVE. COMMISSIONER WOOD AND HINSON OPPOSED.

12. Clerk of Court
No updates.

13. County Attorney
No updates.

14. County Administrator
Mr. James stated he was in favor of them having a process to get a permanent county administrator.

Mr. James mentioned the School Board offering the Magnet School property.

Mr. James stated he spoke with the Clerk and the Clerk was still requesting receipts for the treasure hunt.

Commissioner Holt asked Mr. James if he told the Clerk to contact the organization that he wrote the check to.

15. Discussion Items by Commissioners

15.a. Commissioner Shawn Wood, District 3
No updates.

15.b. Commissioner Ronterious Green, District 5
Commissioner Green mentioned outstanding invoices from Keenan Plumbing.

Commissioner Green asked about Champs Chance update. Mr. Baptiste stated Champs Chance filed an appeal with Circuit Court and the county prevailed. The organization could apply for a variance to stay where they are at. He can put it on the agenda for the next meeting to get a vote on it.

COMMISSIONER GREEN MADE A MOTION FOR THE $40K BE RELEASED TO THE SENIORS AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD WENT INTO DISCUSSION.

COMMISSIONER GREEN RESCINDED MOTION AND COMMISSIONER HOLT RESCINDED SECOND.

15.c. Commissioner Alonzetta Simpkins, District 2
Commissioner Simpkins wanted to apologize for the behavior displayed earlier.

Commissioner Simpkins stated they need to have a discussion about policies in place regarding renting county buildings. Mr. Baptiste stated they could have it as an agenda item in the next meeting.

15.d. Commissioner Brenda A. Holt, District 4

Commissioner Holt asked for Ms. Fryson to appear to confirm where the $40k would go to. Ms. Fryson appeared and stated it was allocated in the department of Elderly Affairs budget for it to go to the foundation.

COMMISSIONER HOLT MADE A MOTION FOR THE $40K TO GO TO THE ELDERLY AFFAIRS.

Mr. Baptiste advised to not have the motion due to it not being on the agenda.

COMMISSIONER HOLT MADE A MOTION TO PUT ON THE NEXT AGENDA FOR THE CHAMBER TO RECEIVE THEIR $50K AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

15.e. Commissioner Eric F. Hinson, District 1

Chair Hinson wanted to give credit to Mr. Morris and Mr. James because they almost lost funding for certain projects like Stevens School.

16. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 9:58 PM.

GADSDEN COUNTY, FLORIDA

_____
ERIC F. HINSON, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 23, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Finance Director

Subject: Approval to reallocate funding from a Due To liability

Statement of Issue:

This agenda item seeks to move funding that was being held from prior years for distribution to an agency who did not request funding into a current budget for a similar purpose.

Background:

In 2021-22, the Board set aside $10,000 for the City of Midway Senior Center. The city was listed as operating a senior center out of Lamb Temple however, no center was found to be operating out of that site and no entity asked for the money that year. At year end, the allocation was put into a DUE TO account for City of Midway (to be paid later upon documentation submitted demonstrating use for that purpose during that time frame)

In 2022-23, the Board again allocated $10,000 to the City of Midway Senior Center. The County Administrator asked the Elderly Affairs Director to go out and see what was operational in Midway. At that point in time, there was no activity, and nothing indicated that there was any center operating for the purposes of a senior center. The city did not claim the money that year. At year end, the allocation was put into another DUE TO account for City of Midway (to be paid later upon documentation submitted demonstrating use for that purpose during that time frame).

This money has been on the books since then as a liability that is being carried forward each year. The Clerk is requesting that the money either be refunded to the General Fund or to the Gadsden County Senior Center budget to be reallocated.

Analysis:

In 2024-25, the Gadsden Senior Citizen Budget allocated four centers $15,000 each (Gretna, Midway, Greensboro, and Gadsden Wellness). After the projection for insurance was added to the budget and budget adjustments were made to go back to 2024-25 funding levels, the Board approved $6,000 for each center for 2025-26. These additional dollars can be re-allocated as the Board sees fit for the centers.

Fiscal Impact:

No fiscal impact

Options:

1. Approve to move the from Due To funding back to the Gadsden County Senior Center
2. Approve to let the Due To funding fall back into the Fund Balance and then reallocate it at a later time with a budget amendment
3. Do not approve.
4. Board direction.

Interim County Administrator Recommendation

1. Option 1

Board of County Commissioners
Agenda Request

Date of Meeting: **January 5, 2026**

Date Submitted: **December 23, 2025**

To: Honorable Chairman and Members of the Board

From: **Reginald James, Interim County Administrator**
Curtis Young, Public Works Director

Subject: **Approval of Change Order #02 for Ben Bostick Road Resurfacing**

Statement of Issue:

This agenda item seeks Board approval to award for Ben Bostick – Change Order 02 to make the necessary adjustments for the additional needs due to the variation of deteriorating asphalt.

Background:

The proposed project is for the construction and CEI services for County Road 275 (Ben Bostick Road) Widening & Resurfacing from I-10 Overpass to SR 10 (US 90). The project consists of widening the existing 9' travel lanes to 12', pavement markings, and signage upgrades and drainage improvements. No additional right-of-way will be required for this project. Project Length and Mile Post Limits: 2.470 Miles

Analysis:

The original plans were to excavate for the proposed widening. The CEI staff provided an alternative for review and approval to complete the widening operation, remove all loose asphalt material, then pave over the widening area and any areas where the asphalt came out. The production delay has been increased by 6 additional days. Approval was granted to allow the commencement of the construction phase of the project to replace deteriorating / breaking asphalt along Ben Bostic Rd. during the widening operation. Change order No. 2 will address the milling 1.25" of existing asphalt does not achieve a relatively crack-free, stable resurfacing area, increase the milling depth and FC layer respectively.

Fiscal Impact:

The project will be funded by FDOT SCOP agreement. This project will have no fiscal impact on the County.

Options:

1. Approve Change Order Number 02 for CWR contract and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Change Order with Supporting documents

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 02

Date of Issuance:		Effective Date:
Owner:	Gadsden County	Owner's Contract No.: G2Y16
Contractor:	C. W Roberts Contracting, INC. 3660 Hartsfield Rd. Tallahassee, Fl.,32303	Contractor's Project No.:1512304
Engineer:	Alday-Howell Engineering, Inc.	ITB No.: 2025-01
Project:	CR 274 (Ben Bostick Road) – from I-10 Overpass to SR 10 (US 90)	Contract Name: Ben Bostic Rd.

The Contract is modified as follows upon execution of this Change Order: #02 will add Pay Item 0327-70-15 for Milling Asphalt 2-3/4 "to the contract to follow the direction of the Engineer of Record contained in the Request for Modification No. 2.The reduction of quantity for Pay Item 0285-706 for Optional Base Group 6 will offset the cost of adding Pay Item 0327-70-15 for Milling 2-3/4" Asphalt

Description: Add Pay Item 0327-70-15 for Milling Asphalt 2-3/4" with 1,875 Square Yards of Quantity.
Deduct Pay Item 0285-706 for Optional Base Group 6 for 1,875 Square Yards for Quantity.

Attachments: *[List documents supporting change]* Contractor RFM, EOR Response, Contractor Estimate, Estimate Quantity Sheet, Estimate Calculation, Photos

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: 1,555,039.65	Original Contract Times: 150 Calendar Days Substantial Completion: 120 Calendar Ready for Final Payment: 150 Calendar Days Days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 : 33,845.80	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 : Substantial Completion: 6 Days Ready for Final Payment: 6 Days days
Contract Price prior to this Change Order: 1,588,885.45	Contract Times prior to this Change Order: Substantial Completion: 126 Calendar days Ready for Final Payment: 156 Calendar days Days or dates
[Increase] [Decrease] of this Change Order: 0 dollars	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Days Ready for Final Payment 0 Days Days or dates
Contract Price incorporating this Change Order: 1,588,885.45	Contract Times with all approved Change Orders: Substantial Completion: 126 Calendar Dyas Ready for Final Payment: 156 Calendar Days Days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Regan Carpenter	By:	By: Christopher Morris Digitally signed by Christopher Morris Date: 2025.12.24 08:25:47 -05'00'
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: CEI Project Administrator	Title	Title **Project Manager**

Date:	12/16/2025	Date		Date	

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

HOSFORD OFFICE
Phone: (850) 379-8116 • Fax: (850) 379-8188
FREEPORT OFFICE
Phone: (850) 835-3500 • Fax: (850) 835-3519
PANAMA CITY OFFICE
Phone: (850) 785- 4675• Fax: (850) 769-7775
GULF COAST TERMINAL
Phone: (850) 769-7513 • Fax: (850) 769-7594
PENSACOLA OFFICE
Phone: (850) 433-3001 • Fax: (850) 434-8971

CONTRACTING, INC.
www.cwrcontracting.com
CORPORATE OFFICE
Phone: (850) 385-5060 • Fax: (850) 385-5420

DAYTONA OFFICE
Phone: (386) 258-7911 • Fax: (386) 258-9313
WILDWOOD OFFICE
Phone: (352) 330-2540 • Fax: (352) 330-2609
PLANT CITY OFFICE
Phone: (813) 756-2009 • Fax: (813) 659-4436
OKEECHOBEE OFFICE
Phone: (863) 763-7373 • Fax: (863) 763-7379
PALM CITY OFFICE
Phone: (772) 288-0951 • Fax: (772) 288-0983

Request for Modification No. 02

Project Name:	**Ben Bostic Rd.**	Contract No.: **ITB No. 2025-01**	
Project No.:	**448611-1-54-01**	FAP No.: **N/A**	
CEI:	**WSB**	Initiated by: ☐ CEI	☒ Contractor
Contractor:	**C. W. Roberts**	Date: 12-10-2025	
To:	**Tommy Johns, PE**		

Description of the Request:

Mr. Johns,

In speaking with you this morning, CWR encountered extra depth asphalt (10") between Sta.433+86 to 440+89. This area was to be reconstruction per the typical section noted on PS #4. Rather than excavate this existing extra depth asphalt, we propose to mill 4.25" of the existing asphalt to ensure all cracking and deleterious asphalt is fully removed. This will also allow consistency to uniformly blend the asphalt layers to be placed on the remaining portion of the full reconstruction area between Sta. 440+89 to 443+40. In essence this will eliminate the need to place the OBG #6 between Sta.433+86 to 440+89. Since there's no pay item for milling, we would accept payment for the OBG #6 as if it were placed for milling compensation. We would also mill (1.25") the small remaining portion of FC asphalt between the FDOT overpass and were the project begin for uniformity.

CWR feels confident that this approach benefits all parties.

Please advise if this proposal is acceptable.

Schedule Activity ID Reference:	Drawing No. Reference:	Specification Section Reference:
Attachments:	Date: 12-10-25	By: Christopher Morris

Response:

Mr. Morris - The two scenarios below are acceptable to this office and will be left up to the CEI for this project.

1 - Our preferred recommendation would be to mill 2.75" and proceed with the pavement design for resurfacing as reflected on sheet 3 of the Roadway Plans eliminating 1.50" of SP. This scenario will be contingent upon the condition of the existing asphalt upon milling 2.75".
2 - If the cracking and deleterious asphalt is still apparent after milling 2.75", we agree with additional milling depth and SP asphalt as described in the proposal above.

Both of these scenarios shifts the Reconstruction Transition (See detail Rdwy Plans Sht 4) to the remaining reconstruction length (approx STA 440+89 to 443+40. Regarding payment for milling, please coordinate this effort with the project CEI.

Attachments: ☐	Date: 12/10/2025	By:

Recommended Actions:	By:
☐ No Action Required	Comments:
☐ Additional Work Authorization	Comments:
☐ Request for Proposal	Comments:
☐ Work Change Directive	Comments:
☐ Request for Change Order	Comments:
☐ Other	Comments:

Distribution: ☐ FDOT ☐ Contractor ☐ Office ☐ Field ☐ Other

Following up based on a conversation just now with Mr. Morris, if the condition and cracks exceed the depth to apply Friction Course only, our recommendation would be to proceed with the intended pavement design for this section.

- 1.50" SP TL-B with PG 76-22
- 1.25" FC TL-B with PG 76-22

Tommy Johns, PE

Alday-Howell Engineering, Inc.
3017 HIGHWAY 71 NORTH
MARIANNA, FLORIDA 32446
OFFICE: 850.526.2040 | **MOBILE**: 850.596.1510
www.aldayhowell.com

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Alday-Howell ENGINEERING, INC.

From: Tommy Johns
Sent: Wednesday, December 10, 2025 8:29 AM
To: Regan Carpenter <rcarpenter@wsbeng.com>
Cc: Travis Howell <Travis@aldayhowell.com>; Seth Gay <Seth@aldayhowell.com>; Julian Mckinley <jmckinley@wsbeng.com>
Subject: Ben Bostic Rd. // 448611-1-54-01 ~ Reconstruction at Begin Project

FPID 448611-1-54-01: CR 274 BEN BOSTICK RD FROM I-10 OVERPASS TO SR 10 (US 90)

Regan – Based on the encountered asphalt thickness from STA 433+85.95 to approximate STA. 441+25.00, this office recommends milling and resurfacing with Friction Course only (FC-9.5/ PG 76-22).

If determined that milling 1.25" of existing asphalt does not achieve a relatively crack-free, stable resurfacing area, increase the milling depth and FC layer respectively.

Please review and forward this direction to the Contractor accordingly.

Tommy Johns, PE

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3017 HIGHWAY 71 NORTH
MARIANNA, FLORIDA 32446
OFFICE: 850.526.2040 | **MOBILE**: 850.596.1510
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Alday-Howell
ENGINEERING, INC.

GADSDEN COUNTY - BEN BOSTICK ROAD
FDOT CONTRACT # G2Y16/FIN: 448611-1-54-01
PAY ITEM QUANTITY

ITEM NUMBER	WORK ITEM DESCRIPTION	UNIT	QUANTITY CHANGE	UNIT PRICE	DEDUCTIONS	ADDITIONS
GENERAL COSTS						
ROADWAY						
0285-706	Optional Base Group 6	SY	1,875.00	$25.00	$46,875.00	
0327-70-15	2 3/4 inch Asphalt Milling	SY	1,875.00	$8.93		16,743.75
		SY				
				SUBTOTALS	$46,875.00	$16,743.75
				TOTALS ESTIMATE CHANGE	$30,131.25	
	TOTAL ESTIMATE SCHEDULED CHANGE VALUES					

FPID No. : 448611-1-54-01
Contract No.: G2Y16 Date : 12/15/2025
Name : Ben Bostic Rd. Pay Item No.: 0327-70-15

Calculation showing Transfer of OBG-6 Pay Item 0285-706 area to 2 3/4/ inch Asphalt Milling area Pay Item 0327-70-15.

Stations 440+89 to 433+86 =703 ft 703
Lane width is 12 Ft x2 = 24 Ft x24
16872 / 9 = 1874.67 SY (1,875 SY)

OBG-6 Pay Item 0285-706, Contractor Unit Price $25 per SY
1875.00 X $25 =$46,875.00

2 3/4 inch Milling Pay Item 0327-70-15, Contractor Unit Price $8.93 per SY
1875.00 X 8.93 = $16,743.75

OBG- 6 Pay Item 0285-706	Cost	$ 46,875.00
2 3/4 inc Milling Pay Item 0327-70-15	Cost	$ 16,743.75
	Cost Saving	$ 30,131.25

WIRTGEN
W 210 Fi







Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 23, 2025

To: Honorable Chairperson and Members of the Board

From: Reginald James, Interim County Administrator
T.J. Lewis, Director, Economic Development

Subject: Approval of a partnership agreement with Gadsden County Chamber of Commerce Agreement for FY2026

Statement of Issue:

This agenda item seeks approval of a partnership between the Gadsden County Chamber of Commerce and the Gadsden County Board of County Commissioners for FY2026.

Background:

The Gadsden County Chamber of Commerce (Chamber) has recently appointed a new Executive Director. The Chamber is reorganizing to expand its reach and include all county municipalities and the BOCC in a global approach to provide more economic development opportunities to county residents.

The Board recently expanded its partnerships to include Gadsden County Development Council, which is a blend of other municipality and town economic councils. The approval to include the Gadsden Chamber of Commerce would embrace all the county economic development organizations and focus them on a more targeted county-wide development purpose that is inclusive of all separate economic development initiatives.

Analysis:

The BOCC agreement with the Chamber includes deliverables agreed upon between the County Economic Development Director and the Executive Director of the Chamber. The Chamber will work collaboratively with the Director of Economic Development at the BOCC immediately upon approval of this item and continue throughout the 2025-26 fiscal year to identify and advance a menu of economic development opportunities that is inclusive of all economic efforts in the county. A partnership with this group will bring the BOCC various perspectives from throughout the County about a wide array of economic opportunities that include local community support for ongoing and future County-led initiatives. By integrating community insights and forward-thinking strategies, the partnership will help position Gadsden County as a more competitive and prosperous

region in Florida. The agreement mirrors the already established partnership the county has with the Gadsden County Development Council.

Funding for the agreement will be found within the Economic Development Budget under Other Contractual Services. No other funding source will be necessary for this initiative if approved.

Fiscal Impact:

A one-time, non-recurring allocation of $50,000.00.

Options:

1. Approve the agreement between BOCC and the Chamber
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Proposed Agreement

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, effective as of the 4th day of November 2025 (the 'Effective Date'), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the 'County') and the GADSDEN COUNTY CHAMBER OF COMMERCE., a Florida not for profit corporation authorized to do business in Florida (the 'Contractor').

WHEREAS, The County has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to partner with the Contractor; and

WHEREAS, the County has a need for additional economic development services; and

WHEREAS, the County has determined that it would be in the best interests of the Citizens of Gadsden County, Florida to have a written agreement with the Contractor to provide such collaborative services.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

1. SERVICES TO BE PROVIDED

   The Contractor agrees to provide the following services to the County:
   As described in the Scope of Services attached as Exhibit A and made a part hereof.

2. WORK SUBJECT TO FUNDING

   The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

3. TERM

The Agreement shall be effective for an initial period of January 6, 2026 – September 30, 2026, and shall terminate without notice September 30, 2026.

4. AGREEMENT SUM

   A one-time non-recurring sum of $50,000

5. PAYMENTS

   The County will make such payment within thirty (30) days of submission and approval of an invoice for the Agreement total.

6. STATUS

   The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees of sub-contractors under it be considered to be employees of Gadsden County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Contractor or any other person or entity.

   This Agreement is solely for the benefit of the County and the Contractor, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

7. INSURANCE

   Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall be responsible for the cost of such insurance.

   A. ***Minimum Limits of Insurance***. Contractor shall maintain limits of no less than:

      a) General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage (non-owned, hired car)

c) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation In lieu of Additional Insured is required.

d) Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum $1,000,000 liability unit. The deductible shall not exceed $25,000 and if greater than $1,000 must be guaranteed by the Contractor for the difference between the deductible and $1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement. The Contractor shall provide evidence of the insurance, and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

Any deductible 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.

C. Other Insurance Provisions:

1. ***General Liability and Automobile Liability Coverages*** (County is to be named as Additional Insured).

    a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations

on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than ALVII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

8. LICENSES: PERMITS

The Contractor shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida or the United States of America. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost. The Contractor shall be responsible for obtaining and maintaining all permits required pursuant to the laws of Gadsden County or the State of Florida or the United States of America.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. INDEMNIFICATION: HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and reasonable attorneys' fees, whether or not here is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself or allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorney's fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

11. AUDITS, RECORDS, and RECORDS RETENTION

For the services performed under this Agreement, the Contractor shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Contractor in connection with the services performed under this Agreement.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E JEFFERSON ST., QUINCY, FLORIDA 32351, 850.875.8612 clerkofcourt@gadsdenclerk.com.

The Contractor must comply with the public records law, Chapter 119, F.S.; specifically, the Contractor shall:

a. Keep and maintain public records required by the County to perform the service.
b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.
d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
e. The County shall have the right from time to time at its sole expense to audit the restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may

be based on the terms of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

12. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

13. TERMINATION

Gadsden County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) days' written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such cases, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor. In the event of a termination, the Contractor shall be entitled to compensation through and including the date of notice of termination, and the current quarterly installment shall be prorated as of notice date. The Contractor shall not be entitled to any payments scheduled to be made following notice of termination of the Agreement.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all local, state, and federal laws in the performance of this Agreement. The Contractor represents that it is fully

aware of all applicable statutes, ordinances and regulations, rules, and obligations of the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 a 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 following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the County within 30 days after the conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor herby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to Contractor or to an affiliate of Contractor.

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

17. AMENDMENTS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

18. VENUE

Venue for all actions arising under this Agreement shall lie in Gadsden County, Florida.

19. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

20. DISPUTES

Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

21. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

22. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

23. COPYRIGHT: PROPERTY OF COUNTY

All works commenced for use in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, 'Works') done specifically for the benefit of the County, shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and Contractor shall not copyright or trademark any Works in favor of Contractor. Contractor shall retain the copyrights to all non-County related Works.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective Date.

Signed, sealed, and delivered

_____
GADSDEN COUNTY CHAMBER OF COMMERCE, a Florida not for profit corporation

_____
Witness #1 Signature

_____
Print Witness #1 Name

_____
Witness #2 Signature

_____
Print Witness #2 Name

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as Director of the Gadsden County Chamber of Commerce a Florida not for profit corporation, on behalf of said corporation. Such person:

( ) is personally known to me;
( ) produced a driver's license as identification; or
( ) produced _____ as identification.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

(Notarial Seal)

ATTEST

Nicholas Thomas GADSDEN COUNTY CLERK OF THE COURT	Eric Hinson Chairperson, Gadsden County Board of Commissioners

APPROVED AS TO FORM FOR RELIANCE BY GADSDEN COUNTY ONLY

Louis J. Baptiste, Esq.
Interim Gadsden County Attorney

EXHIBIT A – SCOPE OF WORK

The Gadsden County Chamber of Commerce will coordinate with the Gadsden County Department of Economic Development ("Department") to:

1. Identify major community and economic development programs, projects, and initiatives, monitor their progress, and assist in monitoring, tracking, and advancing their achievement.

2. Serve as an intermediary between Gadsden County's public and private sectors. In connection with maintaining a database of local businesses, their key contacts, employment statistics, locations and industry categories and making this information available to the Department upon request.

3. Raise funds in the private market, including tax deductible donations, to support ongoing and future competitive Economic Development Projects.

4. Serve as a resource to insulate growing local businesses or prospective new businesses from risks associated with site selection/land acquisition activities. This may include support of efforts to certify strategic sites for industrial development, assisting with the County-wide Brownfield Assessment project, or raising funds to support private business ventures, Real Estate acquisition activities or speculative development projects as needed.

5. Advocate a balance between infrastructure, housing, tourism, community, and economic development activities, recognizing that they work together to promote quality and sustainable economic development activity.

6. Coordinate with the Department to promote and recruit commercial enterprises that offer quality jobs and encourage expansion and retention of existing businesses.

7. Meet with the Department and/or County on an as needed basis to support emerging economic or community development issues and provide updates on GADSDEN COUNTY CHAMBER OF COMMERCE's activities including area businesses supported and the GADSDEN COUNTY CHAMBER OF COMMERCE's role in supporting area businesses.

8. The Gadsden County Department of Economic Development logo shall be displayed as a top-level sponsor or partner at all GADSDEN COUNTY CHAMBER OF COMMERCE-hosted events, listed on its website as a top-level partner, and within its promotional material as top-level partner.

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 9, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Appointment to the CareerSource Capital Region Board

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Statement of Issue:

This agenda item seeks Board approval to appoint Mr. Antonio Jefferson as the Seat 2 Representative to the CareerSource Capital Region Board.

Background:

At the July 7, 2015, meeting, the Big Bend Jobs and Education Council, Inc. (d/b/a CareerSource Capital Region), along with the Gadsden County Board of County Commissioners, Leon County Board of County Commissioners, and Wakulla County Board of County Commissioners, approved an Inter-Local Agreement. Per the agreement, nominations for private sector seats are submitted to the respective County Commissioners or their designee by local business organizations, including local chambers of commerce, downtown merchants' associations, and area business associations. The private sector seats are apportioned as follows:

- Leon County Commission: seven (7) seats
- Gadsden County Commission: three (3) seats
- Wakulla County Commission: two (2) seats

Mr. Michael Temple's term expired on June 30, 2025. Gadsden County's

current representatives and their terms are as follows:

- Tireshia Galloway – Private Sector – Gadsden (1): 7/1/23 – 6/30/27
- Michael Temple – Private Sector – Gadsden (2): 7/1/21 – 6/30/25 ***TERM EXPIRED***
- Scott Watson – Private Sector – Gadsden (3): 7/1/21 – 6/30/25 ***TERM EXPIRED***

If Mr. Jefferson's appointment is approved, his new term will be from January 6, 2026, to January 6, 2030.

Fiscal Impact:

None.

Options:

1. Approval to appoint Mr. Antonio Jefferson Seat 2 Representative for the business representative, (Private Sector - Seat 2).
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

- Letter from Ms. Keantha B. Moore
- Membership Application
- By Laws of the Big Bend Jobs and Educational Council, Inc.

CareerSource
CAPITAL REGION

12/9/2025

Commissioner Eric Hinson, Chairman

9 E. Jefferson St.

PO Box 1799

Quincy, Florida 32353-1799

Commissioner Hinson,

We are pleased to present to the Gadsden Board of County Commissioners the names of Antonio Jefferson and Daniel Jones to be appointed as business representatives representing Gadsden County on the CareerSource Capital Region Board of Directors.

Mr. Jefferson representing the Big Bend Minority Chamber and the business members in Gadsden County, and Mr. Jones representing Creek Entertainment Gretna.

The supporting applications are attached.

Please approve these two applications as soon as possible.

Thank You

Keantha B. Moore

Keantha B. Moore, MPA

CEO, CareerSource Capital Region

CareerSource Capital Region
Workforce Board
Membership Application

Name of Nominating Organization or Association: Big Bend Minoirity Chamber of Commerce

Applicant's Name: Antonio Jefferson

Representation (Check all that apply to the candidate):

Business Representative:

X ____ Gadsden County Business
____ Jefferson County Business
____ Leon County Business
____ Wakulla County Business

____ Small Business

Other:

____ Adult Education & Literacy Institution
____ Institution of Higher Education Providing Workforce Investment Activities
____ Independent Higher Education Provider

X ____ Economic & Community Development
____ Organized Labor
____ Apprenticeship Program
____ Organization Helping Individuals with Barriers to Employment
____ Organization Helping Youth with Barriers to Employment
____ Organization Helping Veterans with Barriers to Employment
____ Vocational Rehabilitation
____ Organization Relating to Transportation, Housing, or Public Assistance
____ Philanthropic Organization

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Applicant's Name: Antonio Jefferson

Work E-mail: antonio@mybbmc.org

Personal E-mail: ajefferson8@comcast.net

Company Name: Gadsden County Development Council

Company URL: www.gadsdenfldev.com

Company Address:

Post Office Box 244

Quincy, Florida 32353

Home Address:

3913 Bellac Road

Tallahassee, Florida

Business Phone: 850-756-3900

Cell Phone: 850519-0681

1. Type of Business: Economic Development

2. Approximate number of local employees? 3

3. What is your official position and what do you do at your organization?

I serve as the Chief Executive Officer and lead economic development officer for Gadsden County.

If you run out of room, feel free to use additional sheets.

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4. What do you think are the critical workforce issues for our region? The critical workforce issues facing our region are: declining workforce participation, the region's, transportation barriers access to boardband, and limited affordable chaircare

5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)?

I bring to the CSCR Workforce Investment Board a deep well of experience, relationships, and regional insight that directly supports its mission. My career spans both public and private sectors, including my role as Board Chair of GCDC and President & CEO of the Big Bend Minority Chamber of Commerce. These positions have allowed me to build trusted networks across government, business, and community organizations—networks that can be mobilized to advance workforce development initiatives. I also offer a firsthand understanding of the challenges facing individuals and families in our region, particularly in rural and underserved communities. Through years of municipal leadership, I've seen how economic barriers, educational gaps, and infrastructure limitations affect job seekers.

6. What value do you hope to get out of your participation on the CSCR Board?

Through my participation on the CSCR Workforce Investment Board, I hope to deepen my impact on regional workforce development by collaborating with forward-thinking leaders and leveraging data-driven strategies. I'm eager to contribute to—and learn from—innovative approaches that address the unique challenges facing our communities, especially in rural and underserved areas.

7. Additional thoughts?

If you run out of room, feel free to use additional sheets.

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Local Workforce Board Member
Job Description

The mission of CareerSource Capital Region is to lead a system that produces a high-quality workforce capable of meeting the changing needs of employers in Gadsden, Jefferson, Leon and Wakulla Counties. Activities of the Board include gathering and disseminating information about the area's labor market and businesses' employment needs; building a strong regional workforce development system; convening groups of businesses, training providers, and other organizations to develop solutions to local workforce development challenges and overseeing the network of CareerSource Capital Region (CSCR) Career Centers. While the CSCR Board has governance control of multiple grants and implements the policies of State and Federal government to achieve measurable outcomes, it contracts with a service providers to perform the day-to-day services at its career centers. The board staff carry out the oversight, monitoring, and quality expectations to meet the primary indicators of performance outlined in the Workforce Innovation and Opportunity Act (WIOA).

Qualifications

- The desire to make a positive contribution to the region's economy by helping shape a workforce development system that meets the needs of employers and job seekers.
- A commitment to devote time, talent and resources to working with other board members, staff, employers, public officials, and public and private sector partner organizations to improve the quality of the workforce talent.
- **Must be in a position with optimum policymaking or hiring authority**
- Must have an interest in working to enlarge the labor pool with qualified applicants.

Expectations

- Complete board member orientation and refresher training as required.
- Regularly attend Board and committee meetings.
- Participate actively in at least one Board committee.
- Be prepared for Board meetings by staying informed about Board matters and reviewing materials sent in advance of the meetings.
- Get to know and respect other Board members, building collegial relationships that contribute to effective decision-making.
- Act and vote on behalf of the long-term interests of the Board and the community and not on the interest of a single constituency.
- Avoid conflicts of interest, and adhere to the Board's conflict of interest policy, prescribed local, state and federal conflict of interest regulations and laws. If a conflict on a particular issue is

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unavoidable, disclose the conflict and follow Board policies for removing oneself from discussion and/or vote on that issue.

- File a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, or s. 1 12.3145, whichever is appropriate. Each MEMBER of the BOARD OF DIRECTORS must file a statement of financial interests within 30 days from the date of appointment and annually thereafter.
- Understand and observe the respective roles of the board members, board staff, service provider staff, and the chief elected officials.
- Take advantage of opportunities to become more educated about the Local Workforce Development Board (LWDB) and the region's workforce development system.
- Act as an ambassador of the board with community groups and businesses.
- Help identify and recruit additional Board members.
- Board members will engage in discussion and dialogue related to workforce issues.
- Board members will tour the Career Center at least once per term.
- Board members are encouraged to ask questions and share observations related to workforce issues.
- Board members will have a Consent Agenda where a board committee and then the executive committee have already vetted the recommended action. While Board members can pull any consent agenda item for further discussion, members are encouraged to respect the work of their peers and if there is a consistent concern in a certain area, say finance, join that committee and strengthen its engagement.
- Possess a business demeanor and contribute expertise to help in the success of the LWDB.
- Fulfill the duties and functions of a board member set forth in the Board bylaws.

Time Requirements

- The Board meets quarterly with meetings that typically last no more than ninety minutes.
- Committees meet quarterly with meetings that typically last no more than one hour and a half.
- Average meeting time commitment for members is approximately three - four hours per quarter. Time commitment is greater for those who serve on more than one committee or serve in a leadership capacity.
- All members must complete new board member orientation within 6 months of appointment and annual refresher training thereafter.
- Individuals are appointed for four-year terms. If you are replacing a board member, your board service will pick up where the position left off when it became vacant.
- Maximum service – 8 consecutive years

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Disclaimer, Applicant Statement & Signature

I understand that if I am selected for appointment to the Board of Directors, I must, and will, abide by the requirements set forth in the board member position description, board bylaws, as well as local, state and federal laws and regulations.

By signing below, I authorize my current and former employers and co-workers, associations and groups in which I have participated, and all other organizations and individuals who know me to disclose information regarding my character, skills and abilities to fulfill the obligations of board membership to individuals engaged in the board member appointment process. I release all individuals and organizations from any and all liability as a result of their disclosure of information about me to individuals engaged in the board member appointment process.

By signing this application, I certify that all of the information provided in this application and in any interaction, whether it be verbal or written, during the application/appointment process is true, complete and accurate to the best of my knowledge.

Applicant Signature

10/7/2025
Date

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CareerSource CAPITAL REGION

BYLAWS of the BIG BEND JOBS AND EDUCATION COUNCIL, INC.

ARTICLE I - NAME

This Corporation shall be known as the BIG BEND JOBS AND EDUCATION COUNCIL, INC., a not-for-profit FLORIDA corporation d/b/a CareerSource Capital Region (CSCR).

ARTICLE II - DEFINITIONS

A. *BOARD OF DIRECTORS* - Refers to the group of individuals that meet the criteria defined by the Governor and State Workforce Development Board and are appointed by the Chief Local Elected Officials for each county within the Local Workforce Development Area to lead efforts to implement and oversee workforce programs.

B. *LOCAL WORKFORCE DEVELOPMENT AREA (LWDA)* – Refers to the area designated by the Governor to administer Workforce Innovation & Opportunity Act services. Factors that are considered in the designation include geographic location, population, and commonality of labor market areas. CSCR's LWDA is comprised of the geographic area of Gadsden, Jefferson, Leon and Wakulla counties.

C. *LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB)* - Refers to the local workforce development entity established by the LWDA to carry out the functions specified under WIOA sec. 107(d) for such area; also referred to as "LWDB 5."

D. *MEMBER* - Refers to an individual member of the BOARD OF DIRECTORS.

E. *WORKFORCE DEVELOPMENT CONSORTIUM (Consortium)*- Refers to the group of assigned individuals (Local Elected County Commissioners) appointed by the respective County Commissions that assist in the appointment of the LWDB Board members. They form the CSCR WORKFORCE DEVELOPMENT CONSORTIUM; also referred to as "Consortium".

F. *CONSORTIUM CHAIR* – Chief Local Elected Official is elected annually by the Consortium as the Chair of the WORKFORCE DEVELOPMENT CONSORTIUM.

G. *CLEO – Chief* Local Elected Official designated by their respective county commissions to serve on the Consortium.

H. *STATE WORKFORCE DEVELOPMENT BOARD* – Appointed by the Governor to oversee the state workforce system.

I. *REGIONAL PLANNING AREA* – A "planning region" as described in WIOA sec. 106(a)(2)(B)

ARTICLE III - PURPOSE

CSCR is constituted in accordance with the requirements of Section 107 of the Workforce Innovation and Opportunity Act (WIOA) – Public Law 113-128 and 'Florida's Workforce Innovation Act – Chapter 445, Florida Statutes.

As the business community (employers) is the primary customer of the workforce system, the purpose of CSCR is to provide employers with the skilled workforce necessary to be competitive in local, state, national, and/or global markets. CSCR also provides for enhanced coordination, cooperation, collaboration, and outcomes by and between several entities, both public and private, which are involved at the local level in providing youth and adults with opportunities to develop

and continuously upgrade their knowledge and skills to advance economically and socially.

A. Under the Board and the Consortium's direction, CSCR, either directly or through contracted service providers, may provide for the delivery of such services as may be required to assist in providing market-driven services to employers, incumbent workers, and job seekers in the LWDB.

B. The duties and functions of the BOARD include:

1. In partnership with the CLEOs, establish BOARD bylaws and codes of conduct for BOARD members, as well as the CEO and BOARD staff.
2. Develop and submit the LWDB's comprehensive four-year local (strategic and operating) plan in partnership with the local elected officials, including stakeholder feedback.
3. Conduct workforce research and regional labor market analysis for regular updates on economic conditions, needed knowledge and skills, workforce, and workforce development activities (including education and training) in addition to an analysis of strengths and weaknesses of services to address the needs of the workforce system and employment needs of employers.
4. Promote business representation (particularly individuals with optimum policymaking or hiring authority) on the Board of Directors, reflecting existing and emerging employment opportunities in the local area.
5. In consultation with the Consortium, develop and implement clear processes and procedures for recruiting, vetting, and nominating members for the Board of Directors and documenting their qualifications in alignment with WIOA and compliance with all state and federal requirements.
6. Develop effective linkages with employers in the local area to support the use of the local workforce development system and to support local workforce activities.
7. Develop and implement promising strategies for meeting employment and skill needs for employers and workers and expand employment and career advancement opportunities for program participants in in-demand industry sectors/occupations.
8. Lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services needed by program participants, especially those with barriers to employment.
9. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, incumbent workers, and job seekers.
10. Facilitate access to services provided through the one-stop delivery system, including access in remote areas and those with employment barriers.
11. Ensure the appropriate use and management of the funds provided under WIOA and the one-stop delivery system in the local area to maximize performance outcomes.
12. Negotiate with required partners on funding the infrastructure costs of one-stop centers

in the local area.

13. Negotiate and reach an agreement on local performance indicators with the Consortium and establish and evaluate performance standards and measures for programs administered in the LWDB.
14. Contracting with public and private entities to carry out the programs.
15. Ensure there are sufficient numbers and types of providers of career and training services in the local area to maximize consumer choice.
16. Identify occupations for which there is a demand in the LWDB and select training institutions that may provide training in accordance with procurement guidelines and procedures.
17. Develop an annual budget for review and approval by the Consortium and the Board submitted to the State Workforce Board.
18. Soliciting the input and participation of the local business community in providing services for the residents of the LWDB.
19. Providing policy guidance and procedures for programs established by CSCR.
20. Report to appropriate state agencies and provide an annual report.
21. Selecting sub-recipients under procurement guidelines and procedures.
22. Prioritizing specific support services.
23. Providing oversight and monitoring activities for workforce activities under WIOA and the entire one-stop delivery system in the local area.
24. Annually assess the physical and programmatic accessibility of all one-stop centers in the local area in accordance with WIOA sec. 188 and the Americans with Disabilities Act of 1990.
25. Coordinate activities with education and training providers in the local area to enhance the provision of services to individuals with disabilities.
26. Hiring/firing the Chief Executive Officer to support the Board's directives; and,
27. Provide a compensation package for the Chief Executive Officer that complies with the US Department of Labor limits.
28. In coordination with the Consortium, request Planning Area Identification (as prescribed in Administrative Policy 123).
29. Participate in a regional planning process with the LWDBs and CLEOs within the identified planning region, that results in the preparation of a regional plan, establishment of regional service strategies using cooperative service delivery agreements, development and implementation of sector strategies for in-demand sectors or occupations, collection and analysis of regional labor market data, coordination of administrative cost arrangements, coordination of transportation and other supportive services, coordination of services with regional economic development services and providers and establishment of an agreement concerning

how the planning region will collectively negotiate and reach agreement with FloridaCommerce on local levels of performance for local areas or the planning region.

30. Obtain recertification of the LWDB every two years as described in WIOA sec. 107(b) and Administrative Policy 091.

C. CSCR is organized exclusively for charitable, educational, religious, or scientific purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

ARTICLE IV – RESPONSIBILITIES OF CSCR

The authorities and responsibilities of the BOARD OF DIRECTORS shall include all duties and functions of CSCR and all authorities and responsibilities delegated to it by applicable Federal, State, Local laws and mandates.

4.1 SUB-GRANT RECIPIENT AND ADMINISTRATIVE ENTITY/FISCAL AGENT

In accordance with the Interlocal Agreement among the Gadsden, Jefferson, Leon, and Wakulla Boards of County Commissioners, the LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) shall act as the sub-grantee recipient. It shall also be the administrative entity/fiscal agent for the service delivery area defined as LWDA 5. The sub-state area consists of Gadsden, Jefferson, Leon, and Wakulla counties in the LWDA pursuant to all applicable Federal, State, and local laws, rules, and regulations.

4.2 RESTRICTED ACTIVITIES

No substantial part of the activities of CSCR shall be the carrying on of propaganda, lobbying, or otherwise attempting to influence legislation, and CSCR shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

4.3 501(c)3 LIMITATIONS

Notwithstanding any other provision of these articles, CSCR shall not conduct any other activities not permitted to be performed (a) by a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code (or corresponding section of any future federal tax code).

ARTICLE V – MEMBERSHIP OF THE BOARD OF DIRECTORS

The BOARD OF DIRECTOR's membership shall number up to twenty-five (25) voting members – fourteen (14) representatives of local business and eleven (11) labor/apprenticeship/education/governmental/economic/community development/or other representatives.

A. The Board Members' terms shall be four years from the appointment date, with an option for renewal for one additional four-year term. An effort will be made to spread the

renewals to ensure that the Board does not lose more than 1/3rd of the membership in any year. Members who finish the eight-year limit set by the legislature must sit out a year before they are eligible for re-nomination to the Board for a new four-year term. BOARD members must serve in staggered terms. Starting July 1, 2024, upon the addition of Jefferson County to our region, the terms of new board members will be staggered.

B. A majority of the BOARD OF DIRECTORS shall be representatives of businesses in the local area, business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority.

C. Nomination and appointment documentation will be retained by the LWDB for five years.

D. Any MEMBER of the BOARD OF DIRECTORS can be removed by the appointing entity or by the Governor of Florida for cause.

E. The Chair of the BOARD OF DIRECTORS shall be a representative of the local business community and shall be selected by the membership of the BOARD OF DIRECTORS.

5.1 REPRESENTATIVES OF THE BOARD

The representatives of local businesses on the BOARD OF DIRECTORS shall number fourteen (14), including at least two representatives of small businesses, and shall be selected in the following manner:

A. The number of business community seats appointed by the respective CLEO shall be apportioned as follows:

1. Leon County seven (7)
2. Gadsden County three (3)
3. Jefferson County two (2)
4. Wakulla County two (2)

Eleven (11) of the remaining board seats are appointed by the Consortium as specified in WIOA law:

B. One (1) adult education and literacy representative;

C. One (1) institution of higher education (including community colleges) representative;

D. Two (2) economic and community development representatives nominated by the economic development agencies in either Gadsden, Jefferson, Leon, or Wakulla counties;

E. Two (2) organized labor representatives (or apprenticeship program representative(s) or other allowable community-based organization representative(s) within the local area, if unavailable);

F. One (1) community-based organization serving veterans representatives;

G. Two (2) governmental agencies representing Vocational Rehabilitation and Public Assistance representatives; and

H. One (1) philanthropic organization representative (optional)

I. One (1) independent institution of higher education (State Requirement)

J. The Consortium can include other individuals or representatives of entities determined by the Chief Local Elected Officials (CLEO) in the local area. (Policy 091, IV, A,5, Page 4)

When there is more than one institution in each of the types of educational entities listed above, nominations shall be solicited from representatives of each of the entities.

5.2 ORIENTATION

MEMBERS must participate in orientation within six months of appointment and annual refresher training thereafter. Failure to comply results in a recommendation for removal.

5.3 FINANCIAL DISCLOSURE

Each MEMBER is required to file a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, or s. 1 12.3145, whichever is appropriate. Each MEMBER of the BOARD OF DIRECTORS must file a statement of financial interests within 30 days from the date of appointment and annually thereafter. MEMBERS who fail to file the required form by the deadline will be responsible for paying all penalties. Note: The filing is required if the MEMBER served any time on the BOARD within the designated calendar year.

5.4 BOARD MEMBER COMPENSATION

No compensation, except related to travel as defined in the CSCR Administrative Plan, shall be paid to the BOARD OF DIRECTORS for the services they perform for CSCR in any capacity.

5.5 RESIGNATION OF MEMBERS

Any MEMBER may resign with written notification to the CEO and to the appointing entity. A resignation in absentia will be accepted if the MEMBER moves out of the area or is employed in a position that no longer meets the WIOA requirements.

5.6 VACANCIES

The qualifications of BOARD members will be documented, aligned with the requirements of WIOA, and compliant with all federal land state laws, rules and regulations, and applicable state policies.

The members of the BOARD must represent the diverse geographic areas within the local area and must ensure appropriate and equitable representation of all counties included in the local area. The importance of minorities and gender representation must be considered when making

appointments to the BOARD.

BOARD vacancies must be filled within a reasonable time, but no more than 12 months from the vacancy occurrence.

The BOARD, in consultation with the Consortium, has developed, implemented, and follows the following written processes and procedures for recruiting, vetting, and nominating BOARD members:

1. The CEO is notified of a BOARD member vacancy.
2. The CEO notifies the Nominating Committee Chair, Consortium, and Board Chair of the vacancy.
3. Recruitment of applicants for board membership shall be announced by the CEO and staff through various means which may include publishing to business and trade associations/educational/economic development/labor/etc. as appropriate for the type of vacancy; CSCR website; CSCR social media; etc. for a period of no less than seven (7) business days.
4. The Nominating Committee will evaluate and vet all applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates to the Executive Committee for further evaluation.
5. Upon completion of the Executive Committee's consideration, documentation of qualified candidates will be submitted to the CLEO for consideration and appointment.
6. The CLEO makes the appointment and submits documentation of the appointment to the BOARD.
7. The BOARD maintains all applicant and membership documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications for not less than five years.

ARTICLE VI – POWER TO EMPLOY CHIEF EXECUTIVE OFFICER (CEO)

The BOARD OF DIRECTORS shall have the power to employ a Chief Executive Officer who shall be responsible to:

A. Coordinate with the Consortium regarding the identification and nomination of MEMBERS to the BOARD and ensure membership is compliant with WIOA and Florida statutes;

B. Organize board meetings and ensure meetings are held according to the BOARD'S bylaws and Florida's sunshine laws;

C. Develop and submit the local and regional workforce development plan;

D. Conduct oversight of WIOA adult, dislocated worker, youth program and entire one-stop delivery system, including development of policies and monitoring the administration of the programs;

E. Negotiate and reach agreement on local performance measures with the Consortium and state;

F. Ensure outcomes of local performance measures are provided to BOARD members and Consortium no less than semi-annually (twice per year);

G. Negotiate with Consortium and required partners for Memorandums of Understanding;

H. Provide oversight of the competitive procurement process;

   i. Develop a budget for activities of the BOARD;

   ii. Certify the one-stop career centers and

I. Provide copies of all monitoring, audit reports and related materials to the BOARD and Consortium within five business days of receipt.

The Chief Executive Officer shall report to the BOARD OF DIRECTORS and shall be responsible for the employment of such other staff as required to carry out the duties assigned to the BOARD OF DIRECTORS. The Chief Executive Officer is required to file a statement of financial interests pursuant *to F.S. 112.3145.*

6.1 CEO REMOVAL

The Governor, the Consortium or BOARD may remove the Chief Executive Officer of CSCR, for cause. As used in the paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.

ARTICLE VII – BOARD OF DIRECTOR BUSINESS DEALINGS

The BOARD OF DIRECTORS shall transact all business of CSCR. It shall comply with policies and, in general, assume responsibility for the guidance of the affairs of CSCR.

7.1 BUSINESS DEALINGS WITH SPOUSE/CHILDREN AND CONTRACTING WITH RELATIVES -

A. CSCR shall not, either directly or indirectly, purchase, rent, or lease any realty, goods, or services from any business entity of which any MEMBER, the MEMBER's spouse or child is an officer, partner, director, or proprietor or in which they have any material interest.

B. There is hereby declared to be an exemption from Section "A" hereof, in accordance with *Section 112.313(12) Florida Statutes, 1995*, if:

   1. The business with the MEMBER is transacted under a rotational system whereby

the business transactions are rotated among all qualified suppliers of the goods and services within the LWDB service area;

2. The business is awarded under a system of sealed competitive bidding to the bidder that is most responsive to the needs outlined in the request.
3. The MEMBER, the MEMBER's spouse or child has in no way participated in the determination of the bid specifications or the determination of the bidder.
4. The MEMBER, the MEMBER's spouse or child, has in no way used or attempted to use their influence to persuade CSCR or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
5. CSCR agrees with an organization, or an individual represented on the BOARD OF DIRECTORS; the contract must be approved by a 2/3 vote of the entire BOARD OF DIRECTORS, with the benefiting MEMBER abstaining from the vote. All conflicts of interest must be disclosed before the vote. Such contracts, as well as documentation demonstrating adherence to this section as specified by CareerSource Florida Inc., must be submitted to FloridaCommerce for review and recommendation according to criteria determined by CareerSource Florida, Inc.
6. A contract under $25,000 between CSCR and a MEMBER of the BOARD OF DIRECTORS or MEMBER's relative, as defined in s. LL 12.3143(1)(b) is not required to have the prior approval of FloridaCommerce. But must be approved by a two-thirds vote of the BOARD OF DIRECTORS, a quorum having been established, and reported to FloridaCommerce and CareerSource Florida, Inc., within thirty (30) days of approval.
7. If FloridaCommerce does not approve such a contract, a review of the decision to disapprove of the contract may be requested by CSCR or other parties to the disapproved contract.
8. Any other exemption created under *Section 112.313(12) Florida Statutes,* or any other applicable Florida or United States statutes applies.

ARTICLE VIII – OFFICERS

The membership of the BOARD OF DIRECTORS shall elect Officers, including a Chair, Vice-Chair, Secretary, and Treasurer, by a majority vote of a quorum. The Past Chair will serve as an ex-officio member on the Executive Committee.

A. The Officers' term of office shall commence July 1 following the election. Note: MEMBERS who are appointed to mandatory and optional seats may serve in all officer positions except Chair.

B. The term of office for the elected officers shall be two (2) years. Holding an officer position has a term limit of two terms maximum in one position.

C. The membership of the BOARD OF DIRECTORS shall have the power to appoint such other officers, as it deems necessary for the transaction of the business of CSCR.

D. The BOARD OF DIRECTORS shall have the power to fill any vacancy in any office for any

reason whatsoever, by election, and by a majority vote of a quorum.

8.1 DUTIES OF CHAIR

The Chair of the BOARD OF DIRECTORS shall:

1. Call and preside at all meetings of the BOARD OF DIRECTORS.
2. Lead the agenda setting process for the year and guiding meetings, ensuring both tactical and strategic work is completed.
3. Be a member of the Executive Committee.
4. Appoint MEMBERS to serve on the Audit Committee.
5. Appoint MEMBERS to serve on the Education and Industry Council.
6. Be a member ex-officio of all Standing Committees except for the Executive Committee, for which the Chair serves as Committee Chair.
7. Serve on the State Association for Workforce Development Chairs representing CSCR.
8. Act as the lead strategic convener to promote and broker effective relationships between Consortium members and economic development, education, and workforce partners in the area.
9. Provide the annual performance review of the CEO to the Consortium members and the BOARD at least annually and upon request.
10. Appear before the state board to discuss the performance of the BOARD, upon request of the state board.
11. Perform all other duties pertaining to the office of Chair.

8.2 DUTIES OF VICE CHAIR

The Vice-Chair shall:

1. Preside at all meetings of the BOARD OF DIRECTORS in the absence of the Chair.
2. Be a member of the Executive Committee.
3. Consider succeeding to the Chair position at the conclusion of the two-year term if eligible.
4. Serve as back-up to the Chair for the State Association for Workforce Development Chairs when needed.
5. Perform all other duties pertaining to the office of Vice-Chair.

8.3 DUTIES OF THE TREASURER

The Treasurer shall:

1. Be a member of the Executive Committee.
2. Confer with CSCR's Chief Financial Officer regarding financial reports;
3. Serve as Chair of the Finance Committee.

4. Oversee the annual budget process.
5. Serve as a signatory for all CSCR checks over $2,500.
6. Ensure that CSCR's financial accounts and records are audited annually and that a copy is furnished to each MEMBER for review.
7. Consider succeeding in the Vice Chair position at the conclusion of the two-year term.
8. Perform all other duties pertaining to the office of Treasurer.

8.4 DUTIES OF SECRETARY

The Secretary shall:

1. Be a member of the Executive Committee.
2. Consider succeeding to the Treasurer position at the conclusion of the two-year term.
3. Be the chair of the Audit Committee
4. Ensure BOARD members are educated about and acknowledge state and local conflict-of-interest policies upon appointment and annually thereafter.
5. Be the recipient of any disclosures of a conflict-of-interest declaration
6. Sign all approved Board minutes and offer a summary of the year at the annual meeting.

8.5 DUTIES OF THE IMMEDIATE PAST CHAIR

1. The past Chair will serve as Ex-Officio on the Executive Committee
2. Chair the Nominating Committee working with the CLEO

ARTICLE IX – COMMITTEES

Certain Standing Committees shall be appointed to assist CSCR and its BOARD OF DIRECTORS in its business conduct. The Chair of the BOARD OF DIRECTORS will select a Chair for each Standing Committee not otherwise designated within the bylaws. All Standing Committee Chairs must be a MEMBER of the BOARD of DIRECTORS. All Standing and Special Committees shall be comprised of individuals who possess relevant experience and expertise in the subject area of the respective Committee. All Standing Committees shall contain no less than three (3) and no more than twelve (12) members. Standing Committee members are appointed as described below and may serve on the committee for a term of four (4) years, with the option of reappointment for an additional four (4) year term. All action items approved within the Standing Committees shall be followed by action items presented to the Executive Committee and then, as appropriate, the full BOARD OF DIRECTORS.

9.1 STANDING COMMITTEES

The Standing Committees shall include the Executive Committee, Strategic Policy, and Planning Committee, Finance Committee, Audit Committee, Nominating Committee, and Governance Committee. Due diligence should be exercised to ensure there is representation from each of the four counties served by the BOARD on the committees.

A. Executive Committee

The Executive Committee shall be composed of the elected officers of the BOARD and the Chairs of the Standing Committees.

The Executive Committee shall have and exercise the authority of the BOARD OF DIRECTORS between quarterly meetings of the BOARD OF DIRECTORS on items that cannot wait until the next BOARD meeting. The Chair of the BOARD OF DIRECTORS is the Chair of the Executive Committee.

The Executive Committee shall serve as the personnel committee for the Chief Executive Officer and the operational monitoring committee. In addition, at least one of the Chief Local Elected Officials, preferably the Consortium Chair, from the Consortium will be invited to serve as a personnel committee member.

Upon receipt of nominations for BOARD membership from the Nominating Committee, the Executive Committee will evaluate and vet applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates to the CLEO for consideration and appointment.

Committee/Council Chairs shall report any BOARD action proposals from their respective committee or council to the Executive Committee for vetting and approval before going before the Board for final approval.

B. Strategic Policy and Planning Committee

As further prescribed in the Strategic Policy and Planning Committee Charter, this committee shall recommend to the BOARD specific policies, strategies, programs, and activities affecting workforce development. The MEMBERS shall:

1. Lead the effort of developing and approving the local four-year plan, which outlines the Board's delivery and administration of all workforce services delivered in the LWDA;
2. Make recommendations on policies and procedures for workforce services and programs.
3. Develop and submit occupations in demand to be placed on the Regional Targeted Occupations List (RTOL) for the LWDB;
4. Participate in sector-driven strategies regionally and develop a feedback process on current talent demands and gaps in training.
5. Develop the criteria for training provider applications and select training providers using the established standards.
6. Develop programs and policies to promote adult workers in career advancement.
7. Make recommendations on implementing programs and expending funds for services to reduce recidivism (including that of ex-offenders) and contribute to employer and employee retention.

8. Provide oversight for all programs affecting adults in the LWDB, including persons with barriers to employment.
9. Develop criteria for the Request for Proposals (RFPs) for workforce services (including the One-Stop Operator).
10. Rate bids and proposals that are in response to RFPs.

Additionally, the Strategic Policy and Planning Committee will solicit the input of the regional economic development professionals and provide a forum for the economic development organizations to report on business recruitment, retention, and expansion efforts over the previous quarter.

C. Governance Committee

As further prescribed in the Governance Committee Charter, this Committee shall serve a variety of roles for the BOARD OF DIRECTORS. The MEMBERS shall:

1. Develop and monitor the BOARDs performance against the organization's mission, vision, and strategic plan.
2. Guide the BOARD OF DIRECTORS on leadership and composition, CSCR board guidelines, and conflicts of interest;
3. Ensure required new MEMBER orientation and incumbent member refresher programs.
4. Evaluate the effectiveness and accountability of the BOARD OF DIRECTORS:
5. Administer and share the results of the self-evaluation with the BOARD OF DIRECTORS.
6. Review the overall governance structure of the organization.
7. Monitor BOARD MEMBER attendance at BOARD meetings for compliance purposes; and,
8. Notify MEMBERS when they have two unexcused absences in a row that a third unexcused absence would automatically trigger notification to the appointing entity. A copy of the notice to be made to the Consortium Chair and to the CLEO of the county that appointed the person.
9. Recommend for removal to the appointing entity MEMBERS who have three consecutive absences where notice of absence was not provided in advance of the meetings.

D. Finance Committee

The Chair of the Finance Committee is the Treasurer of the BOARD OF DIRECTORS. As further prescribed in the Finance Committee Charter, this committee shall:

1. Review and approve the budget for all programs.
2. Develop criteria for Request for Proposals (RFPs) for consulting and IT services.
3. Rate bids and proposals in response to RFP submissions for consulting and IT services.
4. Have oversight responsibility of all financial activities of CSCR; and,

5. Submit a report at all regularly scheduled quarterly board meetings and special reports as requested by the BOARD OF DIRECTORS.

E. Audit Committee

The Chair of the BOARD shall appoint an Audit Committee, which will be composed of MEMBERS who currently do not serve on the Finance Committee. The committee Chair shall be the Board Secretary. As further prescribed in the Audit Committee Charter, the Committee shall:

1. Develop criteria and review proposals related to procuring auditing services.
2. Review of the audit report and presentation to the Executive Committee; and,
3. Review and recommend approval of the audit report, management recommendations, and approval of the IRS 990 submission.

F. Nominating Committee

The Nominating Committee shall be appointed by the Executive Committee. The Committee shall consist of no less than three (3) and no more than six (6) MEMBERS of the BOARD. The immediate past chair will chair this committee. As further prescribed in the Nominating Committee Charter, the Committee shall:

1. The Nominating Committee will evaluate and vet all new MEMBER applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates for BOARD membership consideration to the Executive Committee for further evaluation.
2. No person shall be nominated unless they have indicated a willingness to serve prior to nomination.
3. Recommendations for Nominations of OFFICERS must be submitted in writing to any member of the Nominating Committee by a MEMBER or CLEO in the quarter before a change in officer positions scheduled (every two years).
4. The Nominating Committee shall present a slate of OFFICERS to the BOARD OF DIRECTORS at the fourth quarter BOARD meeting for a vote. MEMBERS may nominate from the floor. If more than one MEMBER is seeking an officer position, a paper ballot will be provided for MEMBERS to vote.

9.2 SPECIAL COMMITTEES

Other special committees may be appointed or eliminated as needed.

A. Career Center Partners Council

The Workforce Innovation and Opportunity Act requires CSCR to work with regional and service providers to ensure there is no duplication of services. Besides, partners signing a Memorandum of Understanding (MOU) are investors in the workforce system that allows a variety of services to be delivered in the career centers as well as through cross-referrals between CSCR and its career center partner organizations. As such, the partners will form the Career Center Partners Committee. This Committee will meet to:

1. Discuss ways to reach common goals (i.e. performance, financial, customer satisfaction).
2. Leverage resources across partner organizations for the greater good of those served, in particular, those with barriers to employment (i.e., individuals with disabilities, returning citizens, older workers) and may require long-term services towards gaining employment.
3. Discuss programmatic and financial issues faced by the partners and any misunderstandings/myths that may exist between the participating partners (troubleshooting of issues).
4. Discuss how to improve and maintain an effective and successful one-stop system.
5. Discuss opportunities for collaboration on potential grant opportunities that serve the core mission of the one-stop system and partner organizations.
6. Share details on flagship programs, events, and initiatives.
7. Share pertinent information on services and referrals.
8. Coordinate community responses to challenging concerns.
9. Improve communication, establish referral processes using Crosswalk™ where possible, and address each organization's performance measures as it relates to mutual/shared customers.
10. The One Stop Operator (OSO) shall serve as the staff support for this committee.

B. Business and Education Council

Section 445.007 (15) of the Florida Statutes requires each local workforce development board to create an education and industry council composed of representatives of educational entities and businesses in the designated service delivery area. The chair of the local workforce development board shall appoint the council members. A local workforce development board member shall not serve as a council member.

CSCR has established the Business and Education Council (BEC) as a Special Committee. Council members shall be appointed for two-year terms beginning on Jan. 1 of the year of the appointment. The BEC will meet quarterly to:

1. Bring together executive-level staff from top public and private sector employers with leaderships staff from public and private educational entities.
2. Industry representatives sharing their specific talent development needs or observations on talent in the local area.
3. Education representatives sharing what specific education offerings are available in the local area.
4. Discuss current labor market information provided by LWDB staff including information on priority industry sectors in the area and information on the status of existing talent pipelines for in-demand occupations and the need to expand or leverage existing and/or

new resources.

5. The BES Senior Director shall serve as the staff support for this council.

ARTICLE X - REMOVAL

10.1 GOVERNOR'S AUTHORITY

The Governor may remove a MEMBER for cause. As used in this paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.

10.2 REMOVAL OF MEMBERS AND OFFICERS

Removal of a MEMBER will be in accordance with the CareerSource Florida Administrative Policy, Local Workforce Development Board Composition and Certification, Policy 091.

A BOARD OF DIRECTORS MEMBER may be recommended for removal by the Governance Committee to the appointing entity after three consecutive absences where notice of absence was not provided before the meetings. MEMBERS providing advance notice to the CEO or appointed staff member of their absences at meetings will be excused.

A MEMBER may be removed from the BOARD by the CLEO, for cause, if the member no longer represents the constituency for which the appointment was made, a member's disability, illness or inability to perform their duties on the BOARD, or for not upholding the responsibilities and requirements of the appointment.

Any OFFICER of the BOARD OF DIRECTORS may be removed from office either with or without cause, at any time, by a majority vote of the MEMBERS at any regular quarterly Board meeting or any special meeting of the Executive Committee called for such purpose.

ARTICLE XI – BOARD MEETINGS

11.1 REGULAR MEETINGS

Regular meetings of the BOARD and Committees shall be held not less than quarterly or more often as needed. The BOARD will approve the scheduled quarterly meetings of the BOARD and Committees for the next fiscal year at its fourth quarter meeting before the next fiscal year starts.

11.2 SPECIAL/EMERGENCY MEETINGS

Special or Emergency meetings of the BOARD or Committees may be held at the call of the Chair or in the absence of the Chair, the Vice Chair may call these meetings as necessary. Special or Emergency meetings are defined as those necessary for continuing operations between regularly scheduled meetings.

11.3 NOTICE

Reasonable written notice of each meeting (stating the place, day and hour), whether regular or special, shall be provided to each MEMBER at his/her usual place of business or residence. The BOARD OF DIRECTORS and the Workforce Development Consortium meetings shall be publicly announced in accordance with Florida's Government-in-the-Sunshine Act.

The following information must be posted on the Board's website in a manner easily accessible by the public:

- Notice of all Board meetings at least seven days before the meeting is to occur.
- Notice of special Board meetings must be posted seventy-two hours before the meeting occurs.
- Provide employee positions and salary information for each position, including any benefits and performance bonuses.
- A plain language version of any contract estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities or properties.
- A list of all Board MEMBERS, companies, or entities that the Board MEMBER is employed by or owns and their terms of service.
- Interlocal Agreement(s) as applicable.
- Single Audit Report for the last two fiscal years.
- Board meeting minutes within 15 days of Board approval.
- IRS Form 990 for the last two years.
- All contracts between the Board and a member of the local board, a relative of a local board member, an organization or individual represented on the local board or an employee of the local board approved on or after July 1, 2021 must be published on the local board's website within 10 days after approval by the local board or the department, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract.
- All active agreements with another workforce board that delegates partial or complete responsibility for any duties the BOARD OF DIRECTORS is expected, required, or mandated to perform under an agreement or Workforce Innovation & Opportunity Act, even if the cost is not expected to exceed $35,000.

11.4 RECORDKEEPING

Board meeting minutes, including official actions taken by the board and board member attendance, will be available on the website within 15 days of Board approval and maintained on the website for at least 2 years.

11.5 ORDER OF BUSINESS

Business shall be conducted in accordance with Roberts Rules of Order as newly revised.

11.6 CONSENT AGENDA

CSCR relies on its committee structure to address pressing issues, meet compliance, and oversight requirements, and carry out the mission of the BOARD OF DIRECTORS. As such, items that are vetted and passed in the committees are presented to the Executive Committee for review and either rejection, modification, or approval. This process ensures that the BOARD OF DIRECTORS is fully engaged in determining its functional requirements and that the committees perform work supporting the BOARD OF DIRECTORS. Therefore, all items that have been fully vetted through a committee and then the Executive Committee are packaged in the Consent Agenda for the BOARD OF DIRECTORS. MEMBERS are free to pull out an item for further discussion when the Consent Agenda is before the BOARD for a vote. The goal of the Consent Agenda is to build trust in the committee process of peers and allow for adequate time for the BOARD OF DIRECTORS to discuss regional workforce issues during the quarterly board meetings.

11.7 QUORUM

A quorum for all regular meetings of the BOARD OF DIRECTORS shall exist when most MEMBERS are present. MEMBERS are expected to attend each BOARD OF DIRECTORS Meeting. Additionally, the BOARD OF DIRECTORS and its committees may use any telecommunications method to conduct meetings, provided that the public is given proper notice of the meeting and is given reasonable access to observe and, when appropriate, participate. If a MEMBER cannot attend a BOARD OF DIRECTORS meeting in person, arrangements may be made for that MEMBER to participate in the meeting remotely. MEMBERS attending BOARD OF DIRECTORS meetings both in-person and remotely will be counted on to establish a quorum.

A quorum for all Standing Committee meetings shall exist when at least 33 1/3% of its members are present.

11.8 VOTING

Every MEMBER of the BOARD OF DIRECTORS shall have the right to one vote upon every issue properly submitted to vote at a meeting of the BOARD, except if there is a conflict of interest. Voting may be accomplished in person or via remote communication if such a vote by remote communication is achieved concurrently with the proceedings and recorded in the official meeting minutes. **Proxies are not permitted to vote but may participate in the discussion. The CLEOs are not voting members but are encouraged to participate in the BOARD discussions and standing committee meetings and give guidance.**

11.9 CONFLICT OF INTEREST

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A. All MEMBERS are required to attend training and education regarding state and local conflict-of-interest policies upon appointment to the BOARD and annually thereafter acknowledge such policies.

B. Any MEMBER who significantly participates in developing contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.

C. Any MEMBER who significantly participates in a board discussion or decision relating to specific terms of a contract, the determination of specific standards for performance or a contract, the development of Invitations for Bid (IFB) or Requests for Proposals (RFP) or other such bid processes leading to a contract, or any similar discussions or decisions is prohibited from receiving any direct financial benefit from any resulting contract. Also, no corporation, partnership, firm, association, or other entity shall receive the contract if it creates a conflict of interest in the manner described above.

D. The prohibition regarding the conflict of interest shall also apply to contracts entered into or responses to RFPs accepted from immediate family members of any interested party or a corporation or business in which the immediate family member may occupy a management position or own shares of some portion of the company or business of subsidiary or related business.

E. Any MEMBER with a potential or actual conflict of interest must disclose that fact to the Secretary of the BOARD OF DIRECTORS as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting involving the matter at issue is prepared. Suppose it should be determined during a meeting that a conflict of interest exists, the MEMBER must verbally declare such conflict of interest. In that case, such declaration must be clearly noted in the minutes, and such MEMBER must excuse him/herself from the remainder of the discussion and the vote for that item.

F. Each MEMBER is responsible for determining whether any potential or actual conflict of interest exists or arises during his/her service on the BOARD.

G. When a contract or purchase is made by CSCR involving a MEMBER or an entity with which a MEMBER is associated, the BOARD OF DIRECTORS must establish and document to the reasonable satisfaction of CareerSource Florida, Inc. that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable to CSCR.

H. CSCR shall adopt a policy that minimizes the appearance of conflicts of interest.

I. The One-Stop Operator and Workforce Development Services Provider will not serve on the BOARD OF DIRECTORS or any committees that deal with oversight of the One-Stop system or allocation of resources that would potentially be allocated to that such organization.

J. Any MEMBER, including a One-Stop Operator and Workforce Development Services Provider, who significantly participates in the development of contract specifications or the specifications of the contract process, is prohibited from bidding on or competing for those contracts or supervising staff who are paid from funding awarded under such contracts.

K. At the discretion of the BOARD OF DIRECTORS, an exemption may be made on contracts with a MEMBER receiving a grant for workforce services under federal, state, or other governmental workforce programs.

11.10 BUSINESS AFFAIRS

The BOARD OF DIRECTORS may solicit, borrow, accept, and receive funds from any public or private source. CSCR may contract with public and private entities as necessary to further the purpose of the BOARD OF DIRECTORS and CSCR.

ARTICLE XII – FISCAL YEAR

The fiscal year of the BOARD shall be July 1 to June 30.

ARTICLE XIII - INDEMNIFICATION

Each MEMBER and each officer of the BOARD OF DIRECTORS now and hereafter serving as such, who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil criminal, administrative or investigative (other than by an action by, or in the right of, CSCR), by reason of the fact that he or she is or was a MEMBER, officer or agent of CSCR or is or was serving at the request of CSCR as a MEMBER, officer or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of CSCR, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct for performance of his or her duty to CSCR unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is thoroughly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The indemnity shall only be provided concerning any criminal action or proceeding which the MEMBER or officer or another agent of CSCR has no reasonable cause to believe was unlawful.

The amount paid to any officer or MEMBER by indemnification shall not exceed his or her actual, reasonable, and necessary expenses incurred in connection with the matter involved. Any indemnification under this Article shall be made by CSCR only as authorized in the specific case by determining that indemnification of the MEMBER, officer, or agent is proper in the circumstances because he or she has met the applicable standards of conduct. The BOARD shall make such determination by a majority vote of a quorum consisting of MEMBERS who were not parties to such action, suit or proceeding. The preceding right of indemnification shall be in addition to but not exclusive of any other right to which such MEMBER, officer or agent of the COUNCIL may otherwise be entitled by law.

ARTICLE XIV – AMENDMENTS TO THE BYLAWS

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Any MEMBER of the BOARD OF DIRECTORS may propose amendments to the Bylaws through the Governance Committee. By a two-thirds vote of those present at a meeting having a quorum, the BOARD OF DIRECTORS may vote to amend, replace, or repeal the Bylaws with the approval of the Consortium.

ARTICLE XV – DISSOLUTION OR LIQUIDATION

Upon the dissolution of the Corporation, the board staff officers shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of the remaining assets of the BOARD by returning them to the US Department of Labor (DOL), the state designee, or, if DOL and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purposes which at the time qualify as a 501(c)3 non-profit organization under the Internal Revenue Code.

BYLAW APPROVAL AND SIGNATURES

In witness thereof, the undersigned parties agree to the terms outlined herein as of the data last executed by the parties.

Approved by the Board on _____ day of _____, 2024.

Signed: _____, Chair of the Board

Signed: _____, Secretary of the Board

Signed: _____, CEO

Approved by the Workforce Development Consortium on 6th day of May, 2024.

Signed: DocuSigned by: _____ Chief Local Elected Official (Gadsden County)
68ED2D98806049C...

Signed: _____ Chief Local Elected Official (Jefferson County)

Signed: DocuSigned by: _____ Chief Local Elected Official (Leon County)
4997E9A7C6EB463...

Signed: DocuSigned by: Quincee Messersmith _____ Chief Local Elected Official (Wakulla County)
DF09E10DBBC7468...

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 9, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Appointment to the CareerSource Capital Region Board

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Statement of Issue:

This agenda item seeks Board approval to appoint Mr. Daniel Jones as the Seat 3 Representative to the Career Source Capital Region Board.

Background:

At the July 7, 2015, meeting, the Big Bend Jobs and Education Council, Inc. (d/b/a CareerSource Capital Region), along with the Gadsden County Board of County Commissioners, Leon County Board of County Commissioners, and Wakulla County Board of County Commissioners, approved an Inter-Local Agreement. Per the agreement, nominations for private sector seats are submitted to the respective County Commissioners or their designee by local business organizations, including local chambers of commerce, downtown merchants' associations, and area business associations. The private sector seats are apportioned as follows:

- Leon County Commission: seven (7) seats
- Gadsden County Commission: three (3) seats
- Wakulla County Commission: two (2) seats

Mr. Scott Watson's term expired on June 30, 2025, after serving nine years.

Gadsden County's current representatives and their terms are as follows:

- Tireshia Galloway – Private Sector – Gadsden (1): 7/1/23 – 6/30/27
- Michael Temple – Private Sector – Gadsden (2): 7/1/21 – 6/30/25 ***TERM EXPIRED***
- Scott Watson – Private Sector – Gadsden (3): 7/1/21 – 6/30/25 ***TERM EXPIRED***

If Mr. Jone's appointment is approved, his new term will be from January 6, 2026, to January 6, 2030.

Fiscal Impact:

None.

Options:

1. Approval to appoint Mr. Daniel Jones Seat 3 Representative for the business representative, (Private Sector - Seat 3).
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

- Letter from Ms. Keantha B. Moore
- Membership Application
- By Laws of the Big Bend Jobs and Educational Council, Inc.

CareerSource
CAPITAL REGION

12/9/2025

Commissioner Eric Hinson, Chairman

9 E. Jefferson St.

PO Box 1799

Quincy, Florida 32353-1799

Commissioner Hinson,

We are pleased to present to the Gadsden Board of County Commissioners the names of Antonio Jefferson and Daniel Jones to be appointed as business representatives representing Gadsden County on the CareerSource Capital Region Board of Directors.

Mr. Jefferson representing the Big Bend Minority Chamber and the business members in Gadsden County, and Mr. Jones representing Creek Entertainment Gretna.

The supporting applications are attached.

Please approve these two applications as soon as possible.

Thank You

Keantha B. Moore

Keantha B. Moore, MPA

CEO, CareerSource Capital Region

CareerSource Capital Region
Workforce Board
Membership Application

Name of Nominating Organization or Association: Creek Entrtainment Gretna

Applicant's Name: Daniel Jones

Representation (Check all that apply to the candidate):

Business Representative:

X Gadsden County Business
_____ Jefferson County Business
_____ Leon County Business
_____ Wakulla County Business

_____ Small Business

Other:

_____ Adult Education & Literacy Institution
_____ Institution of Higher Education Providing Workforce Investment Activities
_____ Independent Higher Education Provider
_____ Economic & Community Development
_____ Organized Labor
_____ Apprenticeship Program
_____ Organization Helping Individuals with Barriers to Employment
_____ Organization Helping Youth with Barriers to Employment
_____ Organization Helping Veterans with Barriers to Employment
_____ Vocational Rehabilitation
_____ Organization Relating to Transportation, Housing, or Public Assistance
_____ Philanthropic Organization

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Applicant's Name: Daniel E. Jones

Work E-mail: dajones@windcreek.com

Personal E-mail: danieljones0106@gmail.com

Company Name: Creek Entertainment Gretna

Company URL: creekentertainment.com

Company Address:
501 Racetrack Dr Gretna Fl. 32332

Home Address:
2662 Country Rd. Chipley Fl. 32428

Business Phone: 8508756922

Cell Phone: 8507260257

1. Type of Business: Pari-Mutuel Wagering

2. Approximate number of local employees? 40

3. What is your official position and what do you do at your organization?
Property Operations Manager G&A
Handle all day to day operations.

If you run out of room, feel free to use additional sheets.

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4. What do you think are the critical workforce issues for our region? Connecting qualified employees with employers

5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)? I have 18 years in management experience, with a passion of teaching and guiding the youth in business

6. What value do you hope to get out of your participation on the CSCR Board? A better understanding of the community around Creek Entertainment Gretna

7. Additional thoughts?

If you run out of room, feel free to use additional sheets.

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Local Workforce Board Member
Job Description

The mission of CareerSource Capital Region is to lead a system that produces a high-quality workforce capable of meeting the changing needs of employers in Gadsden, Jefferson, Leon and Wakulla Counties. Activities of the Board include gathering and disseminating information about the area's labor market and businesses' employment needs; building a strong regional workforce development system; convening groups of businesses, training providers, and other organizations to develop solutions to local workforce development challenges and overseeing the network of CareerSource Capital Region (CSCR) Career Centers. While the CSCR Board has governance control of multiple grants and implements the policies of State and Federal government to achieve measurable outcomes, it contracts with a service providers to perform the day-to-day services at its career centers. The board staff carry out the oversight, monitoring, and quality expectations to meet the primary indicators of performance outlined in the Workforce Innovation and Opportunity Act (WIOA).

Qualifications

- The desire to make a positive contribution to the region's economy by helping shape a workforce development system that meets the needs of employers and job seekers.
- A commitment to devote time, talent and resources to working with other board members, staff, employers, public officials, and public and private sector partner organizations to improve the quality of the workforce talent.
- **Must be in a position with optimum policymaking or hiring authority**
- Must have an interest in working to enlarge the labor pool with qualified applicants.

Expectations

- Complete board member orientation and refresher training as required.
- Regularly attend Board and committee meetings.
- Participate actively in at least one Board committee.
- Be prepared for Board meetings by staying informed about Board matters and reviewing materials sent in advance of the meetings.
- Get to know and respect other Board members, building collegial relationships that contribute to effective decision-making.
- Act and vote on behalf of the long-term interests of the Board and the community and not on the interest of a single constituency.
- Avoid conflicts of interest, and adhere to the Board's conflict of interest policy, prescribed local, state and federal conflict of interest regulations and laws. If a conflict on a particular issue is

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unavoidable, disclose the conflict and follow Board policies for removing oneself from discussion and/or vote on that issue.

- File a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, or s. 1 12.3145, whichever is appropriate. Each MEMBER of the BOARD OF DIRECTORS must file a statement of financial interests within 30 days from the date of appointment and annually thereafter.
- Understand and observe the respective roles of the board members, board staff, service provider staff, and the chief elected officials.
- Take advantage of opportunities to become more educated about the Local Workforce Development Board (LWDB) and the region's workforce development system.
- Act as an ambassador of the board with community groups and businesses.
- Help identify and recruit additional Board members.
- Board members will engage in discussion and dialogue related to workforce issues.
- Board members will tour the Career Center at least once per term.
- Board members are encouraged to ask questions and share observations related to workforce issues.
- Board members will have a Consent Agenda where a board committee and then the executive committee have already vetted the recommended action. While Board members can pull any consent agenda item for further discussion, members are encouraged to respect the work of their peers and if there is a consistent concern in a certain area, say finance, join that committee and strengthen its engagement.
- Possess a business demeanor and contribute expertise to help in the success of the LWDB.
- Fulfill the duties and functions of a board member set forth in the Board bylaws.

Time Requirements

- The Board meets quarterly with meetings that typically last no more than ninety minutes.
- Committees meet quarterly with meetings that typically last no more than one hour and a half.
- Average meeting time commitment for members is approximately three - four hours per quarter. Time commitment is greater for those who serve on more than one committee or serve in a leadership capacity.
- All members must complete new board member orientation within 6 months of appointment and annual refresher training thereafter.
- Individuals are appointed for four-year terms. If you are replacing a board member, your board service will pick up where the position left off when it became vacant.
- Maximum service – 8 consecutive years

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Disclaimer, Applicant Statement & Signature

I understand that if I am selected for appointment to the Board of Directors, I must, and will, abide by the requirements set forth in the board member position description, board bylaws, as well as local, state and federal laws and regulations.

By signing below, I authorize my current and former employers and co-workers, associations and groups in which I have participated, and all other organizations and individuals who know me to disclose information regarding my character, skills and abilities to fulfill the obligations of board membership to individuals engaged in the board member appointment process. I release all individuals and organizations from any and all liability as a result of their disclosure of information about me to individuals engaged in the board member appointment process.

By signing this application, I certify that all of the information provided in this application and in any interaction, whether it be verbal or written, during the application/appointment process is true, complete and accurate to the best of my knowledge.

Applicant Signature

10/20/2025
Date

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CareerSource CAPITAL REGION

BYLAWS of the BIG BEND JOBS AND EDUCATION COUNCIL, INC.

ARTICLE I - NAME

This Corporation shall be known as the BIG BEND JOBS AND EDUCATION COUNCIL, INC., a not-for-profit FLORIDA corporation d/b/a CareerSource Capital Region (CSCR).

ARTICLE II - DEFINITIONS

A. *BOARD OF DIRECTORS* - Refers to the group of individuals that meet the criteria defined by the Governor and State Workforce Development Board and are appointed by the Chief Local Elected Officials for each county within the Local Workforce Development Area to lead efforts to implement and oversee workforce programs.

B. *LOCAL WORKFORCE DEVELOPMENT AREA (LWDA)* – Refers to the area designated by the Governor to administer Workforce Innovation & Opportunity Act services. Factors that are considered in the designation include geographic location, population, and commonality of labor market areas. CSCR's LWDA is comprised of the geographic area of Gadsden, Jefferson, Leon and Wakulla counties.

C. *LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB)* - Refers to the local workforce development entity established by the LWDA to carry out the functions specified under WIOA sec. 107(d) for such area; also referred to as "LWDB 5."

D. *MEMBER* - Refers to an individual member of the BOARD OF DIRECTORS.

E. *WORKFORCE DEVELOPMENT CONSORTIUM (Consortium)*- Refers to the group of assigned individuals (Local Elected County Commissioners) appointed by the respective County Commissions that assist in the appointment of the LWDB Board members. They form the CSCR WORKFORCE DEVELOPMENT CONSORTIUM; also referred to as "Consortium".

F. *CONSORTIUM CHAIR* – Chief Local Elected Official is elected annually by the Consortium as the Chair of the WORKFORCE DEVELOPMENT CONSORTIUM.

G. *CLEO – Chief* Local Elected Official designated by their respective county commissions to serve on the Consortium.

H. *STATE WORKFORCE DEVELOPMENT BOARD* – Appointed by the Governor to oversee the state workforce system.

I. *REGIONAL PLANNING AREA* – A "planning region" as described in WIOA sec. 106(a)(2)(B)

ARTICLE III - PURPOSE

CSCR is constituted in accordance with the requirements of Section 107 of the Workforce Innovation and Opportunity Act (WIOA) – Public Law 113-128 and 'Florida's Workforce Innovation Act – Chapter 445, Florida Statutes.

As the business community (employers) is the primary customer of the workforce system, the purpose of CSCR is to provide employers with the skilled workforce necessary to be competitive in local, state, national, and/or global markets. CSCR also provides for enhanced coordination, cooperation, collaboration, and outcomes by and between several entities, both public and private, which are involved at the local level in providing youth and adults with opportunities to develop

and continuously upgrade their knowledge and skills to advance economically and socially.

A. Under the Board and the Consortium's direction, CSCR, either directly or through contracted service providers, may provide for the delivery of such services as may be required to assist in providing market-driven services to employers, incumbent workers, and job seekers in the LWDB.

B. The duties and functions of the BOARD include:

1. In partnership with the CLEOs, establish BOARD bylaws and codes of conduct for BOARD members, as well as the CEO and BOARD staff.
2. Develop and submit the LWDB's comprehensive four-year local (strategic and operating) plan in partnership with the local elected officials, including stakeholder feedback.
3. Conduct workforce research and regional labor market analysis for regular updates on economic conditions, needed knowledge and skills, workforce, and workforce development activities (including education and training) in addition to an analysis of strengths and weaknesses of services to address the needs of the workforce system and employment needs of employers.
4. Promote business representation (particularly individuals with optimum policymaking or hiring authority) on the Board of Directors, reflecting existing and emerging employment opportunities in the local area.
5. In consultation with the Consortium, develop and implement clear processes and procedures for recruiting, vetting, and nominating members for the Board of Directors and documenting their qualifications in alignment with WIOA and compliance with all state and federal requirements.
6. Develop effective linkages with employers in the local area to support the use of the local workforce development system and to support local workforce activities.
7. Develop and implement promising strategies for meeting employment and skill needs for employers and workers and expand employment and career advancement opportunities for program participants in in-demand industry sectors/occupations.
8. Lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services needed by program participants, especially those with barriers to employment.
9. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, incumbent workers, and job seekers.
10. Facilitate access to services provided through the one-stop delivery system, including access in remote areas and those with employment barriers.
11. Ensure the appropriate use and management of the funds provided under WIOA and the one-stop delivery system in the local area to maximize performance outcomes.
12. Negotiate with required partners on funding the infrastructure costs of one-stop centers

in the local area.

13. Negotiate and reach an agreement on local performance indicators with the Consortium and establish and evaluate performance standards and measures for programs administered in the LWDB.
14. Contracting with public and private entities to carry out the programs.
15. Ensure there are sufficient numbers and types of providers of career and training services in the local area to maximize consumer choice.
16. Identify occupations for which there is a demand in the LWDB and select training institutions that may provide training in accordance with procurement guidelines and procedures.
17. Develop an annual budget for review and approval by the Consortium and the Board submitted to the State Workforce Board.
18. Soliciting the input and participation of the local business community in providing services for the residents of the LWDB.
19. Providing policy guidance and procedures for programs established by CSCR.
20. Report to appropriate state agencies and provide an annual report.
21. Selecting sub-recipients under procurement guidelines and procedures.
22. Prioritizing specific support services.
23. Providing oversight and monitoring activities for workforce activities under WIOA and the entire one-stop delivery system in the local area.
24. Annually assess the physical and programmatic accessibility of all one-stop centers in the local area in accordance with WIOA sec. 188 and the Americans with Disabilities Act of 1990.
25. Coordinate activities with education and training providers in the local area to enhance the provision of services to individuals with disabilities.
26. Hiring/firing the Chief Executive Officer to support the Board's directives; and,
27. Provide a compensation package for the Chief Executive Officer that complies with the US Department of Labor limits.
28. In coordination with the Consortium, request Planning Area Identification (as prescribed in Administrative Policy 123).
29. Participate in a regional planning process with the LWDBs and CLEOs within the identified planning region, that results in the preparation of a regional plan, establishment of regional service strategies using cooperative service delivery agreements, development and implementation of sector strategies for in-demand sectors or occupations, collection and analysis of regional labor market data, coordination of administrative cost arrangements, coordination of transportation and other supportive services, coordination of services with regional economic development services and providers and establishment of an agreement concerning

how the planning region will collectively negotiate and reach agreement with FloridaCommerce on local levels of performance for local areas or the planning region.

30. Obtain recertification of the LWDB every two years as described in WIOA sec. 107(b) and Administrative Policy 091.

C. CSCR is organized exclusively for charitable, educational, religious, or scientific purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

ARTICLE IV – RESPONSIBILITIES OF CSCR

The authorities and responsibilities of the BOARD OF DIRECTORS shall include all duties and functions of CSCR and all authorities and responsibilities delegated to it by applicable Federal, State, Local laws and mandates.

4.1 SUB-GRANT RECIPIENT AND ADMINISTRATIVE ENTITY/FISCAL AGENT

In accordance with the Interlocal Agreement among the Gadsden, Jefferson, Leon, and Wakulla Boards of County Commissioners, the LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) shall act as the sub-grantee recipient. It shall also be the administrative entity/fiscal agent for the service delivery area defined as LWDA 5. The sub-state area consists of Gadsden, Jefferson, Leon, and Wakulla counties in the LWDA pursuant to all applicable Federal, State, and local laws, rules, and regulations.

4.2 RESTRICTED ACTIVITIES

No substantial part of the activities of CSCR shall be the carrying on of propaganda, lobbying, or otherwise attempting to influence legislation, and CSCR shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

4.3 501(c)3 LIMITATIONS

Notwithstanding any other provision of these articles, CSCR shall not conduct any other activities not permitted to be performed (a) by a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code (or corresponding section of any future federal tax code).

ARTICLE V – MEMBERSHIP OF THE BOARD OF DIRECTORS

The BOARD OF DIRECTOR's membership shall number up to twenty-five (25) voting members – fourteen (14) representatives of local business and eleven (11) labor/apprenticeship/education/governmental/economic/community development/or other representatives.

A. The Board Members' terms shall be four years from the appointment date, with an option for renewal for one additional four-year term. An effort will be made to spread the

renewals to ensure that the Board does not lose more than 1/3rd of the membership in any year. Members who finish the eight-year limit set by the legislature must sit out a year before they are eligible for re-nomination to the Board for a new four-year term. BOARD members must serve in staggered terms. Starting July 1, 2024, upon the addition of Jefferson County to our region, the terms of new board members will be staggered.

B. A majority of the BOARD OF DIRECTORS shall be representatives of businesses in the local area, business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority.

C. Nomination and appointment documentation will be retained by the LWDB for five years.

D. Any MEMBER of the BOARD OF DIRECTORS can be removed by the appointing entity or by the Governor of Florida for cause.

E. The Chair of the BOARD OF DIRECTORS shall be a representative of the local business community and shall be selected by the membership of the BOARD OF DIRECTORS.

5.1 REPRESENTATIVES OF THE BOARD

The representatives of local businesses on the BOARD OF DIRECTORS shall number fourteen (14), including at least two representatives of small businesses, and shall be selected in the following manner:

A. The number of business community seats appointed by the respective CLEO shall be apportioned as follows:

1. Leon County seven (7)
2. Gadsden County three (3)
3. Jefferson County two (2)
4. Wakulla County two (2)

Eleven (11) of the remaining board seats are appointed by the Consortium as specified in WIOA law:

B. One (1) adult education and literacy representative;

C. One (1) institution of higher education (including community colleges) representative;

D. Two (2) economic and community development representatives nominated by the economic development agencies in either Gadsden, Jefferson, Leon, or Wakulla counties;

E. Two (2) organized labor representatives (or apprenticeship program representative(s) or other allowable community-based organization representative(s) within the local area, if unavailable);

F. One (1) community-based organization serving veterans representatives;

G. Two (2) governmental agencies representing Vocational Rehabilitation and Public Assistance representatives; and

H. One (1) philanthropic organization representative (optional)

I. One (1) independent institution of higher education (State Requirement)

J. The Consortium can include other individuals or representatives of entities determined by the Chief Local Elected Officials (CLEO) in the local area. (Policy 091, IV, A,5, Page 4)

When there is more than one institution in each of the types of educational entities listed above, nominations shall be solicited from representatives of each of the entities.

5.2 ORIENTATION

MEMBERS must participate in orientation within six months of appointment and annual refresher training thereafter. Failure to comply results in a recommendation for removal.

5.3 FINANCIAL DISCLOSURE

Each MEMBER is required to file a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, or s. 1 12.3145, whichever is appropriate. Each MEMBER of the BOARD OF DIRECTORS must file a statement of financial interests within 30 days from the date of appointment and annually thereafter. MEMBERS who fail to file the required form by the deadline will be responsible for paying all penalties. Note: The filing is required if the MEMBER served any time on the BOARD within the designated calendar year.

5.4 BOARD MEMBER COMPENSATION

No compensation, except related to travel as defined in the CSCR Administrative Plan, shall be paid to the BOARD OF DIRECTORS for the services they perform for CSCR in any capacity.

5.5 RESIGNATION OF MEMBERS

Any MEMBER may resign with written notification to the CEO and to the appointing entity. A resignation in absentia will be accepted if the MEMBER moves out of the area or is employed in a position that no longer meets the WIOA requirements.

5.6 VACANCIES

The qualifications of BOARD members will be documented, aligned with the requirements of WIOA, and compliant with all federal land state laws, rules and regulations, and applicable state policies.

The members of the BOARD must represent the diverse geographic areas within the local area and must ensure appropriate and equitable representation of all counties included in the local area. The importance of minorities and gender representation must be considered when making

appointments to the BOARD.

BOARD vacancies must be filled within a reasonable time, but no more than 12 months from the vacancy occurrence.

The BOARD, in consultation with the Consortium, has developed, implemented, and follows the following written processes and procedures for recruiting, vetting, and nominating BOARD members:

1. The CEO is notified of a BOARD member vacancy.
2. The CEO notifies the Nominating Committee Chair, Consortium, and Board Chair of the vacancy.
3. Recruitment of applicants for board membership shall be announced by the CEO and staff through various means which may include publishing to business and trade associations/educational/economic development/labor/etc. as appropriate for the type of vacancy; CSCR website; CSCR social media; etc. for a period of no less than seven (7) business days.
4. The Nominating Committee will evaluate and vet all applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates to the Executive Committee for further evaluation.
5. Upon completion of the Executive Committee's consideration, documentation of qualified candidates will be submitted to the CLEO for consideration and appointment.
6. The CLEO makes the appointment and submits documentation of the appointment to the BOARD.
7. The BOARD maintains all applicant and membership documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications for not less than five years.

ARTICLE VI – POWER TO EMPLOY CHIEF EXECUTIVE OFFICER (CEO)

The BOARD OF DIRECTORS shall have the power to employ a Chief Executive Officer who shall be responsible to:

A. Coordinate with the Consortium regarding the identification and nomination of MEMBERS to the BOARD and ensure membership is compliant with WIOA and Florida statutes;

B. Organize board meetings and ensure meetings are held according to the BOARD'S bylaws and Florida's sunshine laws;

C. Develop and submit the local and regional workforce development plan;

D. Conduct oversight of WIOA adult, dislocated worker, youth program and entire one-stop delivery system, including development of policies and monitoring the administration of the programs;

E. Negotiate and reach agreement on local performance measures with the Consortium and state;

F. Ensure outcomes of local performance measures are provided to BOARD members and Consortium no less than semi-annually (twice per year);

G. Negotiate with Consortium and required partners for Memorandums of Understanding;

H. Provide oversight of the competitive procurement process;

   i. Develop a budget for activities of the BOARD;

   ii. Certify the one-stop career centers and

I. Provide copies of all monitoring, audit reports and related materials to the BOARD and Consortium within five business days of receipt.

The Chief Executive Officer shall report to the BOARD OF DIRECTORS and shall be responsible for the employment of such other staff as required to carry out the duties assigned to the BOARD OF DIRECTORS. The Chief Executive Officer is required to file a statement of financial interests pursuant *to F.S. 112.3145.*

6.1 CEO REMOVAL

The Governor, the Consortium or BOARD may remove the Chief Executive Officer of CSCR, for cause. As used in the paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.

ARTICLE VII – BOARD OF DIRECTOR BUSINESS DEALINGS

The BOARD OF DIRECTORS shall transact all business of CSCR. It shall comply with policies and, in general, assume responsibility for the guidance of the affairs of CSCR.

7.1 BUSINESS DEALINGS WITH SPOUSE/CHILDREN AND CONTRACTING WITH RELATIVES -

A. CSCR shall not, either directly or indirectly, purchase, rent, or lease any realty, goods, or services from any business entity of which any MEMBER, the MEMBER's spouse or child is an officer, partner, director, or proprietor or in which they have any material interest.

B. There is hereby declared to be an exemption from Section "A" hereof, in accordance with *Section 112.313(12) Florida Statutes, 1995*, if:

   1. The business with the MEMBER is transacted under a rotational system whereby

the business transactions are rotated among all qualified suppliers of the goods and services within the LWDB service area;

2. The business is awarded under a system of sealed competitive bidding to the bidder that is most responsive to the needs outlined in the request.
3. The MEMBER, the MEMBER's spouse or child has in no way participated in the determination of the bid specifications or the determination of the bidder.
4. The MEMBER, the MEMBER's spouse or child, has in no way used or attempted to use their influence to persuade CSCR or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
5. CSCR agrees with an organization, or an individual represented on the BOARD OF DIRECTORS; the contract must be approved by a 2/3 vote of the entire BOARD OF DIRECTORS, with the benefiting MEMBER abstaining from the vote. All conflicts of interest must be disclosed before the vote. Such contracts, as well as documentation demonstrating adherence to this section as specified by CareerSource Florida Inc., must be submitted to FloridaCommerce for review and recommendation according to criteria determined by CareerSource Florida, Inc.
6. A contract under $25,000 between CSCR and a MEMBER of the BOARD OF DIRECTORS or MEMBER's relative, as defined in s. LL 12.3143(1)(b) is not required to have the prior approval of FloridaCommerce. But must be approved by a two-thirds vote of the BOARD OF DIRECTORS, a quorum having been established, and reported to FloridaCommerce and CareerSource Florida, Inc., within thirty (30) days of approval.
7. If FloridaCommerce does not approve such a contract, a review of the decision to disapprove of the contract may be requested by CSCR or other parties to the disapproved contract.
8. Any other exemption created under *Section 112.313(12) Florida Statutes,* or any other applicable Florida or United States statutes applies.

ARTICLE VIII – OFFICERS

The membership of the BOARD OF DIRECTORS shall elect Officers, including a Chair, Vice-Chair, Secretary, and Treasurer, by a majority vote of a quorum. The Past Chair will serve as an ex-officio member on the Executive Committee.

A. The Officers' term of office shall commence July 1 following the election. Note: MEMBERS who are appointed to mandatory and optional seats may serve in all officer positions except Chair.

B. The term of office for the elected officers shall be two (2) years. Holding an officer position has a term limit of two terms maximum in one position.

C. The membership of the BOARD OF DIRECTORS shall have the power to appoint such other officers, as it deems necessary for the transaction of the business of CSCR.

D. The BOARD OF DIRECTORS shall have the power to fill any vacancy in any office for any

reason whatsoever, by election, and by a majority vote of a quorum.

8.1 DUTIES OF CHAIR

The Chair of the BOARD OF DIRECTORS shall:

1. Call and preside at all meetings of the BOARD OF DIRECTORS.
2. Lead the agenda setting process for the year and guiding meetings, ensuring both tactical and strategic work is completed.
3. Be a member of the Executive Committee.
4. Appoint MEMBERS to serve on the Audit Committee.
5. Appoint MEMBERS to serve on the Education and Industry Council.
6. Be a member ex-officio of all Standing Committees except for the Executive Committee, for which the Chair serves as Committee Chair.
7. Serve on the State Association for Workforce Development Chairs representing CSCR.
8. Act as the lead strategic convener to promote and broker effective relationships between Consortium members and economic development, education, and workforce partners in the area.
9. Provide the annual performance review of the CEO to the Consortium members and the BOARD at least annually and upon request.
10. Appear before the state board to discuss the performance of the BOARD, upon request of the state board.
11. Perform all other duties pertaining to the office of Chair.

8.2 DUTIES OF VICE CHAIR

The Vice-Chair shall:

1. Preside at all meetings of the BOARD OF DIRECTORS in the absence of the Chair.
2. Be a member of the Executive Committee.
3. Consider succeeding to the Chair position at the conclusion of the two-year term if eligible.
4. Serve as back-up to the Chair for the State Association for Workforce Development Chairs when needed.
5. Perform all other duties pertaining to the office of Vice-Chair.

8.3 DUTIES OF THE TREASURER

The Treasurer shall:

1. Be a member of the Executive Committee.
2. Confer with CSCR's Chief Financial Officer regarding financial reports;
3. Serve as Chair of the Finance Committee.

4. Oversee the annual budget process.
5. Serve as a signatory for all CSCR checks over $2,500.
6. Ensure that CSCR's financial accounts and records are audited annually and that a copy is furnished to each MEMBER for review.
7. Consider succeeding in the Vice Chair position at the conclusion of the two-year term.
8. Perform all other duties pertaining to the office of Treasurer.

8.4 DUTIES OF SECRETARY

The Secretary shall:

1. Be a member of the Executive Committee.
2. Consider succeeding to the Treasurer position at the conclusion of the two-year term.
3. Be the chair of the Audit Committee
4. Ensure BOARD members are educated about and acknowledge state and local conflict-of-interest policies upon appointment and annually thereafter.
5. Be the recipient of any disclosures of a conflict-of-interest declaration
6. Sign all approved Board minutes and offer a summary of the year at the annual meeting.

8.5 DUTIES OF THE IMMEDIATE PAST CHAIR

1. The past Chair will serve as Ex-Officio on the Executive Committee
2. Chair the Nominating Committee working with the CLEO

ARTICLE IX – COMMITTEES

Certain Standing Committees shall be appointed to assist CSCR and its BOARD OF DIRECTORS in its business conduct. The Chair of the BOARD OF DIRECTORS will select a Chair for each Standing Committee not otherwise designated within the bylaws. All Standing Committee Chairs must be a MEMBER of the BOARD of DIRECTORS. All Standing and Special Committees shall be comprised of individuals who possess relevant experience and expertise in the subject area of the respective Committee. All Standing Committees shall contain no less than three (3) and no more than twelve (12) members. Standing Committee members are appointed as described below and may serve on the committee for a term of four (4) years, with the option of reappointment for an additional four (4) year term. All action items approved within the Standing Committees shall be followed by action items presented to the Executive Committee and then, as appropriate, the full BOARD OF DIRECTORS.

9.1 STANDING COMMITTEES

The Standing Committees shall include the Executive Committee, Strategic Policy, and Planning Committee, Finance Committee, Audit Committee, Nominating Committee, and Governance Committee. Due diligence should be exercised to ensure there is representation from each of the four counties served by the BOARD on the committees.

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A. Executive Committee

The Executive Committee shall be composed of the elected officers of the BOARD and the Chairs of the Standing Committees.

The Executive Committee shall have and exercise the authority of the BOARD OF DIRECTORS between quarterly meetings of the BOARD OF DIRECTORS on items that cannot wait until the next BOARD meeting. The Chair of the BOARD OF DIRECTORS is the Chair of the Executive Committee.

The Executive Committee shall serve as the personnel committee for the Chief Executive Officer and the operational monitoring committee. In addition, at least one of the Chief Local Elected Officials, preferably the Consortium Chair, from the Consortium will be invited to serve as a personnel committee member.

Upon receipt of nominations for BOARD membership from the Nominating Committee, the Executive Committee will evaluate and vet applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates to the CLEO for consideration and appointment.

Committee/Council Chairs shall report any BOARD action proposals from their respective committee or council to the Executive Committee for vetting and approval before going before the Board for final approval.

B. Strategic Policy and Planning Committee

As further prescribed in the Strategic Policy and Planning Committee Charter, this committee shall recommend to the BOARD specific policies, strategies, programs, and activities affecting workforce development. The MEMBERS shall:

1. Lead the effort of developing and approving the local four-year plan, which outlines the Board's delivery and administration of all workforce services delivered in the LWDA;
2. Make recommendations on policies and procedures for workforce services and programs.
3. Develop and submit occupations in demand to be placed on the Regional Targeted Occupations List (RTOL) for the LWDB;
4. Participate in sector-driven strategies regionally and develop a feedback process on current talent demands and gaps in training.
5. Develop the criteria for training provider applications and select training providers using the established standards.
6. Develop programs and policies to promote adult workers in career advancement.
7. Make recommendations on implementing programs and expending funds for services to reduce recidivism (including that of ex-offenders) and contribute to employer and employee retention.

8. Provide oversight for all programs affecting adults in the LWDB, including persons with barriers to employment.
9. Develop criteria for the Request for Proposals (RFPs) for workforce services (including the One-Stop Operator).
10. Rate bids and proposals that are in response to RFPs.

Additionally, the Strategic Policy and Planning Committee will solicit the input of the regional economic development professionals and provide a forum for the economic development organizations to report on business recruitment, retention, and expansion efforts over the previous quarter.

C. Governance Committee

As further prescribed in the Governance Committee Charter, this Committee shall serve a variety of roles for the BOARD OF DIRECTORS. The MEMBERS shall:

1. Develop and monitor the BOARDs performance against the organization's mission, vision, and strategic plan.
2. Guide the BOARD OF DIRECTORS on leadership and composition, CSCR board guidelines, and conflicts of interest;
3. Ensure required new MEMBER orientation and incumbent member refresher programs.
4. Evaluate the effectiveness and accountability of the BOARD OF DIRECTORS:
5. Administer and share the results of the self-evaluation with the BOARD OF DIRECTORS.
6. Review the overall governance structure of the organization.
7. Monitor BOARD MEMBER attendance at BOARD meetings for compliance purposes; and,
8. Notify MEMBERS when they have two unexcused absences in a row that a third unexcused absence would automatically trigger notification to the appointing entity. A copy of the notice to be made to the Consortium Chair and to the CLEO of the county that appointed the person.
9. Recommend for removal to the appointing entity MEMBERS who have three consecutive absences where notice of absence was not provided in advance of the meetings.

D. Finance Committee

The Chair of the Finance Committee is the Treasurer of the BOARD OF DIRECTORS. As further prescribed in the Finance Committee Charter, this committee shall:

1. Review and approve the budget for all programs.
2. Develop criteria for Request for Proposals (RFPs) for consulting and IT services.
3. Rate bids and proposals in response to RFP submissions for consulting and IT services.
4. Have oversight responsibility of all financial activities of CSCR; and,

5. Submit a report at all regularly scheduled quarterly board meetings and special reports as requested by the BOARD OF DIRECTORS.

E. Audit Committee

The Chair of the BOARD shall appoint an Audit Committee, which will be composed of MEMBERS who currently do not serve on the Finance Committee. The committee Chair shall be the Board Secretary. As further prescribed in the Audit Committee Charter, the Committee shall:

1. Develop criteria and review proposals related to procuring auditing services.
2. Review of the audit report and presentation to the Executive Committee; and,
3. Review and recommend approval of the audit report, management recommendations, and approval of the IRS 990 submission.

F. Nominating Committee

The Nominating Committee shall be appointed by the Executive Committee. The Committee shall consist of no less than three (3) and no more than six (6) MEMBERS of the BOARD. The immediate past chair will chair this committee. As further prescribed in the Nominating Committee Charter, the Committee shall:

1. The Nominating Committee will evaluate and vet all new MEMBER applicant qualifications to ensure alignment with WIOA and put forth all qualified candidates for BOARD membership consideration to the Executive Committee for further evaluation.
2. No person shall be nominated unless they have indicated a willingness to serve prior to nomination.
3. Recommendations for Nominations of OFFICERS must be submitted in writing to any member of the Nominating Committee by a MEMBER or CLEO in the quarter before a change in officer positions scheduled (every two years).
4. The Nominating Committee shall present a slate of OFFICERS to the BOARD OF DIRECTORS at the fourth quarter BOARD meeting for a vote. MEMBERS may nominate from the floor. If more than one MEMBER is seeking an officer position, a paper ballot will be provided for MEMBERS to vote.

9.2 SPECIAL COMMITTEES

Other special committees may be appointed or eliminated as needed.

A. Career Center Partners Council

The Workforce Innovation and Opportunity Act requires CSCR to work with regional and service providers to ensure there is no duplication of services. Besides, partners signing a Memorandum of Understanding (MOU) are investors in the workforce system that allows a variety of services to be delivered in the career centers as well as through cross-referrals between CSCR and its career center partner organizations. As such, the partners will form the Career Center Partners Committee. This Committee will meet to:

1. Discuss ways to reach common goals (i.e. performance, financial, customer satisfaction).
2. Leverage resources across partner organizations for the greater good of those served, in particular, those with barriers to employment (i.e., individuals with disabilities, returning citizens, older workers) and may require long-term services towards gaining employment.
3. Discuss programmatic and financial issues faced by the partners and any misunderstandings/myths that may exist between the participating partners (troubleshooting of issues).
4. Discuss how to improve and maintain an effective and successful one-stop system.
5. Discuss opportunities for collaboration on potential grant opportunities that serve the core mission of the one-stop system and partner organizations.
6. Share details on flagship programs, events, and initiatives.
7. Share pertinent information on services and referrals.
8. Coordinate community responses to challenging concerns.
9. Improve communication, establish referral processes using Crosswalk™ where possible, and address each organization's performance measures as it relates to mutual/shared customers.
10. The One Stop Operator (OSO) shall serve as the staff support for this committee.

B. Business and Education Council

Section 445.007 (15) of the Florida Statutes requires each local workforce development board to create an education and industry council composed of representatives of educational entities and businesses in the designated service delivery area. The chair of the local workforce development board shall appoint the council members. A local workforce development board member shall not serve as a council member.

CSCR has established the Business and Education Council (BEC) as a Special Committee. Council members shall be appointed for two-year terms beginning on Jan. 1 of the year of the appointment. The BEC will meet quarterly to:

1. Bring together executive-level staff from top public and private sector employers with leaderships staff from public and private educational entities.
2. Industry representatives sharing their specific talent development needs or observations on talent in the local area.
3. Education representatives sharing what specific education offerings are available in the local area.
4. Discuss current labor market information provided by LWDB staff including information on priority industry sectors in the area and information on the status of existing talent pipelines for in-demand occupations and the need to expand or leverage existing and/or

new resources.

5. The BES Senior Director shall serve as the staff support for this council.

ARTICLE X - REMOVAL

10.1 GOVERNOR'S AUTHORITY

The Governor may remove a MEMBER for cause. As used in this paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste, or lack of performance.

10.2 REMOVAL OF MEMBERS AND OFFICERS

Removal of a MEMBER will be in accordance with the CareerSource Florida Administrative Policy, Local Workforce Development Board Composition and Certification, Policy 091.

A BOARD OF DIRECTORS MEMBER may be recommended for removal by the Governance Committee to the appointing entity after three consecutive absences where notice of absence was not provided before the meetings. MEMBERS providing advance notice to the CEO or appointed staff member of their absences at meetings will be excused.

A MEMBER may be removed from the BOARD by the CLEO, for cause, if the member no longer represents the constituency for which the appointment was made, a member's disability, illness or inability to perform their duties on the BOARD, or for not upholding the responsibilities and requirements of the appointment.

Any OFFICER of the BOARD OF DIRECTORS may be removed from office either with or without cause, at any time, by a majority vote of the MEMBERS at any regular quarterly Board meeting or any special meeting of the Executive Committee called for such purpose.

ARTICLE XI – BOARD MEETINGS

11.1 REGULAR MEETINGS

Regular meetings of the BOARD and Committees shall be held not less than quarterly or more often as needed. The BOARD will approve the scheduled quarterly meetings of the BOARD and Committees for the next fiscal year at its fourth quarter meeting before the next fiscal year starts.

11.2 SPECIAL/EMERGENCY MEETINGS

Special or Emergency meetings of the BOARD or Committees may be held at the call of the Chair or in the absence of the Chair, the Vice Chair may call these meetings as necessary. Special or Emergency meetings are defined as those necessary for continuing operations between regularly scheduled meetings.

11.3 NOTICE

Reasonable written notice of each meeting (stating the place, day and hour), whether regular or special, shall be provided to each MEMBER at his/her usual place of business or residence. The BOARD OF DIRECTORS and the Workforce Development Consortium meetings shall be publicly announced in accordance with Florida's Government-in-the-Sunshine Act.

The following information must be posted on the Board's website in a manner easily accessible by the public:

- Notice of all Board meetings at least seven days before the meeting is to occur.
- Notice of special Board meetings must be posted seventy-two hours before the meeting occurs.
- Provide employee positions and salary information for each position, including any benefits and performance bonuses.
- A plain language version of any contract estimated to exceed $35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities or properties.
- A list of all Board MEMBERS, companies, or entities that the Board MEMBER is employed by or owns and their terms of service.
- Interlocal Agreement(s) as applicable.
- Single Audit Report for the last two fiscal years.
- Board meeting minutes within 15 days of Board approval.
- IRS Form 990 for the last two years.
- All contracts between the Board and a member of the local board, a relative of a local board member, an organization or individual represented on the local board or an employee of the local board approved on or after July 1, 2021 must be published on the local board's website within 10 days after approval by the local board or the department, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract.
- All active agreements with another workforce board that delegates partial or complete responsibility for any duties the BOARD OF DIRECTORS is expected, required, or mandated to perform under an agreement or Workforce Innovation & Opportunity Act, even if the cost is not expected to exceed $35,000.

11.4 RECORDKEEPING

Board meeting minutes, including official actions taken by the board and board member attendance, will be available on the website within 15 days of Board approval and maintained on the website for at least 2 years.

11.5 ORDER OF BUSINESS

Business shall be conducted in accordance with Roberts Rules of Order as newly revised.

11.6 CONSENT AGENDA

CSCR relies on its committee structure to address pressing issues, meet compliance, and oversight requirements, and carry out the mission of the BOARD OF DIRECTORS. As such, items that are vetted and passed in the committees are presented to the Executive Committee for review and either rejection, modification, or approval. This process ensures that the BOARD OF DIRECTORS is fully engaged in determining its functional requirements and that the committees perform work supporting the BOARD OF DIRECTORS. Therefore, all items that have been fully vetted through a committee and then the Executive Committee are packaged in the Consent Agenda for the BOARD OF DIRECTORS. MEMBERS are free to pull out an item for further discussion when the Consent Agenda is before the BOARD for a vote. The goal of the Consent Agenda is to build trust in the committee process of peers and allow for adequate time for the BOARD OF DIRECTORS to discuss regional workforce issues during the quarterly board meetings.

11.7 QUORUM

A quorum for all regular meetings of the BOARD OF DIRECTORS shall exist when most MEMBERS are present. MEMBERS are expected to attend each BOARD OF DIRECTORS Meeting. Additionally, the BOARD OF DIRECTORS and its committees may use any telecommunications method to conduct meetings, provided that the public is given proper notice of the meeting and is given reasonable access to observe and, when appropriate, participate. If a MEMBER cannot attend a BOARD OF DIRECTORS meeting in person, arrangements may be made for that MEMBER to participate in the meeting remotely. MEMBERS attending BOARD OF DIRECTORS meetings both in-person and remotely will be counted on to establish a quorum.

A quorum for all Standing Committee meetings shall exist when at least 33 1/3% of its members are present.

11.8 VOTING

Every MEMBER of the BOARD OF DIRECTORS shall have the right to one vote upon every issue properly submitted to vote at a meeting of the BOARD, except if there is a conflict of interest. Voting may be accomplished in person or via remote communication if such a vote by remote communication is achieved concurrently with the proceedings and recorded in the official meeting minutes. **Proxies are not permitted to vote but may participate in the discussion. The CLEOs are not voting members but are encouraged to participate in the BOARD discussions and standing committee meetings and give guidance.**

11.9 CONFLICT OF INTEREST

A. All MEMBERS are required to attend training and education regarding state and local conflict-of-interest policies upon appointment to the BOARD and annually thereafter acknowledge such policies.

B. Any MEMBER who significantly participates in developing contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.

C. Any MEMBER who significantly participates in a board discussion or decision relating to specific terms of a contract, the determination of specific standards for performance or a contract, the development of Invitations for Bid (IFB) or Requests for Proposals (RFP) or other such bid processes leading to a contract, or any similar discussions or decisions is prohibited from receiving any direct financial benefit from any resulting contract. Also, no corporation, partnership, firm, association, or other entity shall receive the contract if it creates a conflict of interest in the manner described above.

D. The prohibition regarding the conflict of interest shall also apply to contracts entered into or responses to RFPs accepted from immediate family members of any interested party or a corporation or business in which the immediate family member may occupy a management position or own shares of some portion of the company or business of subsidiary or related business.

E. Any MEMBER with a potential or actual conflict of interest must disclose that fact to the Secretary of the BOARD OF DIRECTORS as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting involving the matter at issue is prepared. Suppose it should be determined during a meeting that a conflict of interest exists, the MEMBER must verbally declare such conflict of interest. In that case, such declaration must be clearly noted in the minutes, and such MEMBER must excuse him/herself from the remainder of the discussion and the vote for that item.

F. Each MEMBER is responsible for determining whether any potential or actual conflict of interest exists or arises during his/her service on the BOARD.

G. When a contract or purchase is made by CSCR involving a MEMBER or an entity with which a MEMBER is associated, the BOARD OF DIRECTORS must establish and document to the reasonable satisfaction of CareerSource Florida, Inc. that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable to CSCR.

H. CSCR shall adopt a policy that minimizes the appearance of conflicts of interest.

I. The One-Stop Operator and Workforce Development Services Provider will not serve on the BOARD OF DIRECTORS or any committees that deal with oversight of the One-Stop system or allocation of resources that would potentially be allocated to that such organization.

J. Any MEMBER, including a One-Stop Operator and Workforce Development Services Provider, who significantly participates in the development of contract specifications or the specifications of the contract process, is prohibited from bidding on or competing for those contracts or supervising staff who are paid from funding awarded under such contracts.

K. At the discretion of the BOARD OF DIRECTORS, an exemption may be made on contracts with a MEMBER receiving a grant for workforce services under federal, state, or other governmental workforce programs.

11.10 BUSINESS AFFAIRS

The BOARD OF DIRECTORS may solicit, borrow, accept, and receive funds from any public or private source. CSCR may contract with public and private entities as necessary to further the purpose of the BOARD OF DIRECTORS and CSCR.

ARTICLE XII – FISCAL YEAR

The fiscal year of the BOARD shall be July 1 to June 30.

ARTICLE XIII - INDEMNIFICATION

Each MEMBER and each officer of the BOARD OF DIRECTORS now and hereafter serving as such, who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil criminal, administrative or investigative (other than by an action by, or in the right of, CSCR), by reason of the fact that he or she is or was a MEMBER, officer or agent of CSCR or is or was serving at the request of CSCR as a MEMBER, officer or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of CSCR, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct for performance of his or her duty to CSCR unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is thoroughly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The indemnity shall only be provided concerning any criminal action or proceeding which the MEMBER or officer or another agent of CSCR has no reasonable cause to believe was unlawful.

The amount paid to any officer or MEMBER by indemnification shall not exceed his or her actual, reasonable, and necessary expenses incurred in connection with the matter involved. Any indemnification under this Article shall be made by CSCR only as authorized in the specific case by determining that indemnification of the MEMBER, officer, or agent is proper in the circumstances because he or she has met the applicable standards of conduct. The BOARD shall make such determination by a majority vote of a quorum consisting of MEMBERS who were not parties to such action, suit or proceeding. The preceding right of indemnification shall be in addition to but not exclusive of any other right to which such MEMBER, officer or agent of the COUNCIL may otherwise be entitled by law.

ARTICLE XIV – AMENDMENTS TO THE BYLAWS

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Any MEMBER of the BOARD OF DIRECTORS may propose amendments to the Bylaws through the Governance Committee. By a two-thirds vote of those present at a meeting having a quorum, the BOARD OF DIRECTORS may vote to amend, replace, or repeal the Bylaws with the approval of the Consortium.

ARTICLE XV – DISSOLUTION OR LIQUIDATION

Upon the dissolution of the Corporation, the board staff officers shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of the remaining assets of the BOARD by returning them to the US Department of Labor (DOL), the state designee, or, if DOL and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purposes which at the time qualify as a 501(c)3 non-profit organization under the Internal Revenue Code.

BYLAW APPROVAL AND SIGNATURES

In witness thereof, the undersigned parties agree to the terms outlined herein as of the data last executed by the parties.

Approved by the Board on _____ day of _____, 2024.

Signed: _____, Chair of the Board

Signed: _____, Secretary of the Board

Signed: _____, CEO

Approved by the Workforce Development Consortium on 6th day of May, 2024.

Signed: DocuSigned by: _____ Chief Local Elected Official (Gadsden County)

Signed: _____ Chief Local Elected Official (Jefferson County)

Signed: DocuSigned by: _____ Chief Local Elected Official (Leon County)

Signed: DocuSigned by: Quincee Messersmith _____ Chief Local Elected Official (Wakulla County)

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 8, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Lakysha Perkins, Elderly Affairs

Subject: **Approval to Renew Dietician Contract for Older American Act Title III Program**

Statement of Issue:
This agenda item is presented to the Board for approval authorizing the Board Chairman renew the Registered Dietician contract for the Older American Act Title III program with the Gadsden County Board of County.

Background:
The Gadsden County Elderly Affairs Department was awarded funding under the Older Americans Act grant in July 2023. The Area Agency on Aging of North Florida (AAANF) and the Florida Department of Elder Affairs (DOEA) subsequently presented the program contract for approval. In accordance with requirements established by the Florida Department of Elder Affairs and the Area Agencies on Aging, all nutrition service providers must obtain the professional advice of a qualified dietician in planning and delivering nutrition services.

Analysis:
The Registered Dietician is an independent consultant that is responsible for the development of menus that meet nutritional criteria as required by DOEA, annual monitoring of meal sites, provide staff and volunteers with annual training, nutrition counseling for clients as needed for clients with a high risk nutritional score, and develops and review food service contract annually for adherence to current nutritional requirements. At present, the Registered Dietician consults with the Gadsden County Elderly Affairs Department approximately three times a year.

Fiscal Impact:
The contractual rate for the Registered Dietician is $40.00 per hour, inclusive of travel time. For reference, the total payment made to the Registered Dietician during the previous fiscal year was $200.00.

Options:
1. Approve the Registered Dietician and authorized the chairman to sign all related documents
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:
Option 1

Attachments:

- Registered dietician contract
- License

Professional Services Contract

This contract, entered by and between Gadsden County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "the County" or "the Board" and Jessica Miller, Registered Dietician, hereinafter be referred to as the "Contractor", provides the follow:

1. **The parties agree:**
   a. **Contractor Responsibilities**
      The Contractor agrees that she shall:
      1. Maintain applicable credentials as a licensed, registered dietician.
      2. Review staff training documentation as needed.
      3. Assist with the review of food service sanitation procedures.
      4. Provide training and technical assistance as needed.
      5. Monitoring of Food Services to ensure compliance with FAC Chapter 64E-11, Florida Administrative Code.
      6. Approve Congregate site Menus.
      7. Conduct comprehensive nutrition Assessment and nutrition care plans in accordance with Chapter 64B8-43 Florida Administrative Code

   b. **Contractor Status**
      The Contractor is an independent contractor, but the work performed under this contract is negotiated by the Department of Elderly Affairs. The Contractor is solely responsible for her actions during meetings, trainings, consultations and/or presentations. The Department of Elderly Affairs assumes no liability under this contract for the actions or omissions of the Contractor during such activities. The Contractor is responsible for the direct payment of all applicable fees, social security and income or other taxes, which she may be required to pay as a result of this contract.

   c. **Contract Terms**
      This contract will be in effect for two (2) calendar years with the option to renew effect November 1st, 2025, to November 1st, 2027, but may be terminated at any time by either party, with written notice.

   d. **Compliance with Laws:**
      Contractor agrees to comply with all applicable laws, ordinances, rules, and regulations in the performance of work associated with this contract.

   e. **Insurance:**
      Contractor agrees to provide adequate liability insurance coverage on a comprehensive basis and to always hold such liability insurance during the duration of this contract. The Contractor accepts full responsibility for

identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections under this contract. Upon the execution of this contract, the Contractor shall furnish the Department of Elderly Affairs with written verification supporting both the determination and existence of such insurance coverage.

f. **Indemnification:**
The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the Department of Elderly Affairs and/or State harmless from all claims, suits, judgements, or damages, including court costs and attorneys' fees, arising out of negligence or omissions by the Contractor in the course of the activities carried out under this contract.

It is the intent and understanding of the parties that the Contractor is not an employee of the County and/or Department of Elderly Affairs and shall not hold itself out as an employee or agent of the Department of Elderly Affairs without specific authorization from the Senior Center.

There shall be no sub-contract under this contract.

g. **Reports and Invoices**
The Contractor shall submit an invoice as documentation for the hours billed. This report shall be submitted by the 10th day of the following month to the services were provided to the Department of Elderly Affairs. Payment will be based on the invoice, at the agreed upon hours rate for nutrition consultation related activities.

2. **Agency Responsibilities**
   a. **Technical Assistance**
   The Department of Elderly Affairs shall provide the Contractor with technical assistance regarding program rules and regulations, expectations and information on local nutrition vendors and caterers, as needed.

   b. **Payment**
   The Department of Elderly Affairs shall pay the contractor $40.00 per hour. Travel time will be included in the hours billed. Total number of hours will be reviewed on a quarterly basis. Payment shall be based on invoiced hours documented monthly.

3. **Parties Mutually Agree**
   a. **Termination**
   This contract may be terminated by either party upon 30 days of written notice. In the event this contract is terminated by the Department of Elderly Affairs, the

Contractor shall be entitled to payment based on the actual number of hours of nutrition consultation related activities performed during the period prior to termination of the contract, as documented and invoiced.

b. Modification/Renewal
This Contract supersedes all other communication between the parties and constitutes the whole and sole publications of the parties. No modifications of this contract may be made unless agreed to by both parties. This contract may be renewed by the written agreement of both parties.

c. Florida Law:
This contract shall be interpreted in accordance with Florida Laws.

IN WITNESS THEREOF, the parties hereto have caused this 3-page contract to be executed by their undersigned officials as duly authorized.

Recipient: _____

Signed by: Jessica Miller

Name: Jessica Miller

Title: **Nutrition Consultant**

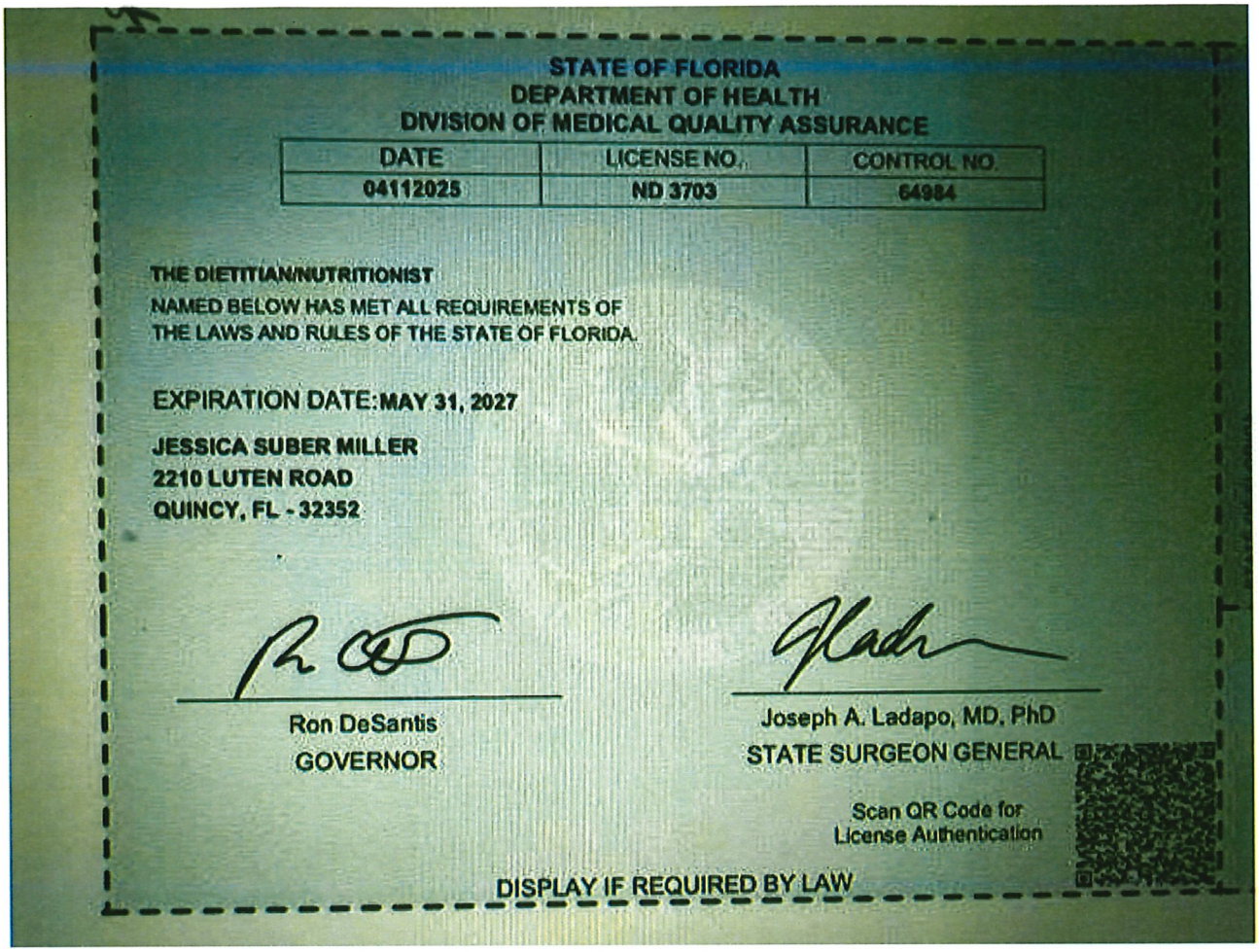
Date: 12/4/25

Signed by: _____

Name: _____

Title: **GCBOCC Board Chairman**

Date: _____



STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
04112025	ND 3703	64984

THE DIETITIAN/NUTRITIONIST
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: MAY 31, 2027

JESSICA SUBER MILLER
2210 LUTEN ROAD
QUINCY, FL - 32352

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

Board of County Commissioners
Agenda Request

Date of Meeting: **January 6, 2026**

Date Submitted: **December 18, 2025**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval to Authorize Payment for Emergency Repairs on Drake Acres Road

---

Statement of Issue:

This agenda item requests Board approval to authorize payment to the vendor for emergency repairs performed on Drake Acres Road.

Background:

Public Works received a call from a citizen regarding a drainage issue. Staff responded to assess the concern and determined there were significant drainage problems requiring immediate attention due to the close proximity of the drainage culvert and a septic system.

Analysis:

After inspection, Public Works determined the issue required immediate correction and contacted an available contractor to assist with the repair. Barnes Equipment responded and completed the necessary repairs.

Fiscal Impact:

The contractor's initial estimate for the repair was $24,000. After work began, unforeseen below-ground conditions were encountered, resulting in an additional cost of $13,714.40 and bringing the total project cost to $37,714.40.

Options:

1. Approve the Emergency Repair Invoice for contractor in the amount of $37,714.40
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment:

Emergency Repair Invoice

EXPENDITURE LEDGERS														
ENCUMBRANCE, LIQUIDATION AND EXPENDITURES														
VENDOR NAME: **BARNES EQUIPMENT COMPANY**												BOCC Form		
CHECK NUMBER:							VENDOR NUMBER:					**2742**		
BATCH NUMBER:							TRANSACTION DATE:					**12/9/2025**		
FUND			DEPT.				OBJECT					INVOICE DATE	INVOICE NO.	EXPENDITURE
1	1	2	0	1	2	6	5	5	3	0	0	12/08/25	17380	$37,714.40
														$37,714.40

I certify that the information on the invoices attached is correct and that the invoices listed are in order for payment.

Department Director Signature: Curtis Gleim

Requisition No.

Assistant County Admin. Signature:

Gadsden COUNTY

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

Sole Source Justification Letter

A storm drain culvert on Drake Acres Road failed, resulting in significant damage to a residential yard and septic system. Due to the urgent nature of the situation and the potential for the failing septic drain line to create environmental issues impacting Lake Talquin, immediate corrective action was required.

Public Works did not have the equipment or staff availability at the time to perform the necessary emergency repairs. To prevent further damage and mitigate the environmental risk, it was necessary to secure a contractor right away to address the culvert failure.

This letter serves as justification for obtaining these services on a sole source, emergency basis.

Curtis Young Curtis Young

Roosevelt Morris_____

BARNES EQUIPMENT COMPANY

320 S SHELFER STREET
QUINCY, FL 32351

850-627-7216

Invoice

Date	Invoice #
12/8/2025	17380

Bill To
GADSDEN COUNTY ROAD AND BRIDGE PO BOX 1799 QUINCY, FL 32353

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	DRAKE ACRES		
	ORIGINAL CONTRACT: EQUIPMENT, LABOR AND MATERIALS TO DIG UP AND REPLACE 140' OF STORM DRAIN PIPE, CUT OUT AND POUR 20' OF SIDEWALK AND LAY SOD	24,000.00	24,000.00
	ADDITIONAL WORK DUE TO UNFORSEEN CIRCUMSTANCE: EQUIPMENT, LABOR AND MATERIALS TO CUT OUT AND HAUL OFF ASPHALT, REPLACE ADDITIONAL 80' OF STORM DRAIN PIPE GROUT TO EXISTING INLET, LAY ADDITIONAL SOD	13,714.40	13,714.40

Total	$37,714.40
Payments/Credits	$0.00
Balance Due	$37,714.40

BARNESEQUIPMENT@HOTMAIL.COM

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 18, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Finance Director

Subject: Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for Qualifications (RFQ) 26-01 Professional Engineering Services for Road and Bridge Projects

---

Statement of Issue:

This agenda item seeks Board approval to begin the negotiation phase with Proposers responding to (RFQ) 26-01 Professional Engineering Services for Road and Bridge Projects.

Background:

RFQ 26-01 seeking proposals from qualified professional engineering firms opened on October 30, 2025. RFQ 26-01 closed on December 04, 2025, and resulted in seven responsive proposals to evaluate and score.

The Interim County Administrator approved the following individuals to serve on the evaluation committee per the County Purchasing Policy, section 5.10.13, with the Interim County Administrator participating due to extensive knowledge and experience with such projects.

Roosevelt Morris, Interim Assistant County Administrator
Curtis Young, Gadsden County Public Works Department
Lakysha Perkins, Gadsden County Public Works Department

The seven Proposals received are listed below and are ranked highest to lowest by the total cumulative score based on signed score sheets from all three evaluators. Each evaluator used the scoring criteria established in the RFQ 26-01. The Evaluation team determined that presentations from the Proposers were unnecessary for them to complete the scoring and ranking of proposals.

Proposer Name	Cumulative Score
Dewberry Engineers, Inc,	298
Alday-Howell Engineering, Inc.	291

Kimley-Horn	267
Halff	266
WSB	259
Inovia Consulting Group	257
North Florida Professional services, Inc	256

Analysis:

The next phase of the RFQ process is the negotiation phase that includes negotiating contracts and cost with qualified, responsive and responsible proposers consistent with the RFQ 26-01, scoring criteria, the County Purchasing Policy sections 5.10.18 and 5.10.19, and section 287.055 (5)(b), FS (i.e., Competitive Consultant Negotiation Act (CCNA)).

The goal of the RFQ, with adherence to the Purchasing Policy and the CCNA law, is to have multiple qualified professional engineering firms under a continuing services contract to provide the necessary provision of professional engineering services to the County for road and bridge projects. This essentially provides the County with a pool of contracted firms from which staff may use for a myriad of road and bridge projects. A continuing services contract with any firm does commit the County to using the contractor or obligate any funds. It allows staff to select a contracted firm for an allowable project and negotiate a work authorization for the specific project with costs contained by the firm's negotiated contract rates. Per the RFQ and Contract terms, contracted should not provide services for which payment is expected or committed unless a work authorization is negotiated and approved by both parties.

The RFQ further disclosed that the County anticipated selecting one or more Proposers to execute a Contract for professional engineering services for road and bridge projects as allowed under CCNA law. However, RFQ did not specify or restrict the number of firms with which the County could contract for such services.

Therefore, staff are recommending costs be negotiated beginning with the highest-ranking firm in adherence with the County Purchasing Policy and the CCNA law, and if not successful proceed to the second-ranked firm and so on until negotiations have been conducted with all qualified, responsible and responsive firms.

The negotiation team shall consist of the Interim County Administrator or his designee, and the County Attorney or his designee, and the head of the primary department or agency. Staff recommendations for the negotiation team are:

Louis Baptiste, County Attorney
Roosevelt Morris, Interim Assistant County Administrator
Curtis Young, Gadsden County Public Works Department
Lakysha Perkins, Gadsden County Public Works Department

Staff are seeking Board approval to begin the negotiation phase with Proposers responding to RFQ 26-01 for Professional Engineering Services for the Road and Bridge Projects. The

negotiation team will present its recommendation of the successful Proposers, draft contracts, and cost to the Board in an agenda item seeking Board approval of its recommendation and approval to issue a notice of intent to award.

Fiscal Impact:
There is no fiscal impact with this agenda item.

Options:
1. Approve staff to begin the negotiation phase with Proposers responding to RFQ 26-01 Professional Engineering Services for Road and Bridge Projects.
2. Do not approve staff to begin the negotiation phase with the Proposers responding to RFQ 26-01 Professional Engineering Services for Road and Bridge Projects.
3. Board direction.

County Administrator's Recommendation:
Option 1.

Attachments:
None

Note: Score sheets, Proposals, and the RFQ 26-01 are not attached due to file size. The documents are available upon request from the County's Purchasing Office, unless they are exempt from public records as determined by the County's Public Information Office/Public Records Coordinator.

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 18, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Finance Director

Subject: Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for Qualifications (RFQ) 26-02 Professional Engineering Services for Facilities, Parks, and Other Structures

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Statement of Issue:

This agenda item seeks Board approval to begin the negotiation phase with Proposers responding to (RFQ) 26-02 Professional Engineering Services for Facilities, Parks, and Other Structures.

Background:

RFQ 26-02 seeking proposals from qualified professional engineering firms opened on October 30, 2025. RFQ 26-02 closed on December 04, 2025, and resulted in four responsive proposals to evaluate and score.

The Interim County Administrator approved the following individuals to serve on the evaluation committee per the County Purchasing Policy, section 5.10.13, with the Interim Assistant County Administrator participating due to extensive knowledge and experience with such projects.

Roosevelt Morris, Interim Assistant County Administrator
Johnny Riley, Gadsden County Facilities Department
Alton Woodarsd, Gadsden County Building Department
Justin Stiell, Gadsden County Planning Department

The four Proposals received are listed below and are ranked highest to lowest by the total cumulative score based on signed score sheets from all three evaluators. Each evaluator used the scoring criteria established in the RFQ 26-02. The Evaluation team determined that presentations from the Proposers were unnecessary for them to complete the scoring and ranking of proposals.

Proposer Name	Cumulative Score
Halff	373

Alday-Howell Engineering, Inc.	340
North Florida Professional Services	329
Tony McNeal	297

Analysis:

The next phase of the RFQ process is the negotiation phase that includes negotiating contracts and cost with qualified, responsive and responsible proposers consistent with the RFQ 26-02, scoring criteria, the County Purchasing Policy sections 5.10.18 and 5.10.19, and section 287.055 (5)(b), FS (i.e., Competitive Consultant Negotiation Act (CCNA)).

The goal of the RFQ, with adherence to the Purchasing Policy and the CCNA law, is to have multiple qualified professional engineering firms under a continuing services contract to provide the necessary provision of professional engineering services to the County for Facilities, Parks, and Other Structures. This essentially provides the County with a pool of contracted firms from which staff may use for a myriad of projects. A continuing services contract with any firm does commit the County to using the contractor or obligate any funds. It allows staff to select a contracted firm for an allowable project and negotiate a work authorization for the specific project with costs contained by the firm's negotiated contract rates. Per the RFQ and Contract terms, contracted should not provide services for which payment is expected or committed unless a work authorization is negotiated and approved by both parties.

The RFQ further disclosed that the County anticipated selecting one or more Proposers to execute a Contract for professional engineering services for Facilities, Parks, and Other Structures as allowed under CCNA law. However, RFQ did not specify or restrict the number of firms with which the County could contract for such services.

Therefore, staff are recommending costs be negotiated beginning with the highest-ranking firm in adherence with the County Purchasing Policy and the CCNA law, and if not successful proceed to the second-ranked firm and so on until negotiations have been conducted with all qualified, responsible and responsive firms.

The negotiation team shall consist of the Interim County Administrator or his designee, and the County Attorney or his designee, and the head of the primary department or agency. Staff recommendations for the negotiation team are:

Louis Baptiste, County Attorney
Roosevelt Morris, Interim Assistant County Administrator
Justin Stiell, Gadsden County Planning Works Department

Staff are seeking Board approval to begin the negotiation phase with Proposers responding to RFQ 26-02 for Professional Engineering Services for the Facilities, Parks, and Other Structures. The negotiation team will present its recommendation of the successful Proposers, draft contracts, and cost to the Board in an agenda item seeking Board approval of its recommendation and approval to issue a notice of intent to award.

Fiscal Impact:
There is no fiscal impact with this agenda item.

Options:
1. Approve staff to begin the negotiation phase with Proposers responding to RFQ 26-02 Professional Engineering Services for Facilities, Parks, and Other Structures.
2. Do not approve staff to begin the negotiation phase with the Proposers responding to RFQ 26-02 Professional Engineering Services for Facilities, Parks, and Other Structures.
3. Board direction.

County Administrator's Recommendation:
Option 1.

Attachments:
None

Note: Score sheets, Proposals, and the RFQ 26-02 are not attached due to file size. The documents are available upon request from the County's Purchasing Office, unless they are exempt from public records as determined by the County's Public Information Office/Public Records Coordinator.

Board of County Commissioners
Agenda Request

Date of Meeting: **January 6, 2026**

Date Submitted: **December 18, 2025**

To: Honorable Chairman and Members of the Board

From: **Roosevelt Morris, Interim County Administrator**
Curtis Young, Public Works Director

Subject: **Approval of the Supplemental Agreement for Charles Brown Road Over Dam Creek Bridge NO. 504024 Rehabilitation Repair**

Statement of Issue:

This agenda item seeks Board approval of the State Funded Agreement and Resolution for Charles Brown Road Over Mill Dam Creek Bridge No. 504024.

Background:

The proposed project is for construction, and CEI services for the Charles Brown Rd over Mill Dam Creek Bridge No. 504024 improvements. The scope of work consists of addressing structural repairs to the traffic railing, cleaning and painting the steel beams, joint and spall restoration, and scour mitigation on the Mill Dam Creek Bridge. Project will be constructed within existing right of way.to Barineau Bridge. Scope of service will include construction and CEI for repair and rehabilitation the current deficiencies by use of structural pile jacks and can be scaled up or down to address the most serious piles or a majority of the piles on the bridge. No additional right-of-way will be required for this project.

Analysis:

(FDOT) Florida Department of Transportation has approved funding for Gadsden County to move forward with hiring the CEI for Fairbanks Road Project FPID #: 457416-1-54-01.

Fiscal Impact:

The project will be funded by FDOT SCOP ("Small County Outreach Program"). This project will have no fiscal impact on the County.

Options:

1. Approve supplemental agreement and resolution and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Supplemental Agreement
2. Resolution No. 2025-

RESOLUTION No: 2026-010

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY FLORIDA, AUTHORIZING THE CHAIRMAN OR VICE CHAIR OF THE BOARD OF COUNTY COMMISIONERS TO EXECUTE AND ENTER INTO AN AGREEMENT AND ALL GRANT DOCUMENTS FOR THE CONSTRUCTION AND CEI SERVICES FOR THE "SMALL COUNTY OUTREACH PROGRAM AGREEMENT" (FPN:457416-1-54-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HEREBY AUTHORIZE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY WITH CHAIRMAN OR VICE-CHAIRMAN TO SIGN ON ITS BEHALF.

WHEREAS, Gadsden County, Florida (County), has requested the State of Florida Department of Transportation, (FDOT) for financial assistance through their "Small County Outreach Program Agreement" for the purpose of repairing **Charles Brown Road Over Mill Dam Creek Bridge NO. 504024; and**

WHEREAS, The State of Florida, Department of Transportation has requested that Gadsden County enter a **"Small County Outreach Program Agreement"**, attached hereto; **and**

WHEREAS, FDOT requires that a resolution be passed by the Board of County Commissioners of Gadsden County, Florida in support of the **FPN: 457416-1-54-01**, authorizing the Chairman, or other approved Commissioner, to execute and enter the **"Small County Outreach Program Agreement"**, as attached hereto.

NOW, THEREFORE, BE RESOLVED, BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:

The County authorize its Chairman or Vice-Chairman of the Board of County Commissioners of Gadsden County, Florida to enter and execute the **"Small County Outreach Program Agreement"** attached hereto.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this__day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

By: _____
Eric F. Hinson, CHAIRMAN

ATTEST:

_____
Nicholas Thomas, Clerk of Circuit Court

FPN: 457416-1-54-01	Fund: SCOP Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:50-GADSDEN	Contract No:	Vendor No: F596000616001

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 Gadsden 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)
   - ☐ _____ , _____ , _____

   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 CHARLES BROWN RD OVER MILL DAM CREEK BRIDGE NO. 504024, 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.

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 $574,204. 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 $574,204 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

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

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

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.

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 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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

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:

"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.

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Gadsden County Board of County Commissioners

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Rodney Chamberlain, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 457416-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Gadsden 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: 0.005 Miles

PROJECT DESCRIPTION: This project is for the design, construction, and CEI services for the Charles Brown Rd over Mill Dam Creek Bridge No. 504024 improvements. The scope of work consists of addressing structural repairs to the traffic railing, cleaning and painting the steel beams, joint and spall restoration, and scour mitigation on the Mill Dam Creek Bridge. Project will be constructed 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.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.

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 herby 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 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.

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 10/31/2026 .

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.

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Gadsden County, PO Box 1799, Quincy, FL 32353	457416-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026**	Maximum Department Participation (Small County Outreach Program	$574,204.00	$	$574,204.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$574,204.00 100.00%	$ 0.00 %	$574,204.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$574,204.00	$ 0.00	$574,204.00	

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

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 Gadsden County Board of County Commissioners

PROJECT DESCRIPTION:CHARLES BROWN RD OVER MILL DAM CREEK BRIDGE NO. 504024

FPID#: 457416-1-54-01

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: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this 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.

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.

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)
- ☐ Local Transportaton Project, CSFA 55.039

***Award Amount:** $574,204.00

*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

Board of County Commissioners
Agenda Request

Date of Meeting: **January 6, 2026**

Date Submitted: **December 18, 2025**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval of Resolution for Safe Routes to School

Statement of Issue:

This agenda item seeks Board approval of the Resolution for the purpose of a Safe Routes to School Grant application with Florida Department of Transportation. This resolution will be included as part of the application for consideration to fund Phase 2 Strong Road Sidewalk Improvement. The approval will confirm the County's intent to maintain all associated right-of-way and infrastructure of Strong Road as it pertains to the intent to apply for phase 2 of the Strond Road sidewalk project through The Safe Routes to School Grant Program (SRTS).

Background:

Ralph Strong Road was selected for funding by FDOT through their Local Agency Program (LAP) for Construction and CEI of the Sidewalk Project in 2023. Staff will prepare an application to continue the project as a continuation to the previous project to become Phase 2 to extend to High Bridge Road.

Analysis:

Staff have identified this sidewalk as a high priority infrastructure project as a Safe Route for students and families. Staff is seeking approval to allow application with (FDOT) Florida Department of Transportation.

Fiscal Impact:

There will be no fiscal impact to Gadsden County. The Florida Department of Transportation Safe Routes to School would provide the funding for the Design, Construction and CEI cost.

Options:

1. Approval of the resolution and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Resolution

RESOLUTION NO. 2025-062

A RESOLUTION OF GADSDEN COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS CONFIRMING THEIR INTENT TO MAINTAIN ALL ASSOCIATED RIGHT-OF-WAY AND INFRASTRUCTURE ON STRONG RD AS IT PERTAINS TO THE COUNTY'S INTENT TO APPLY FOR PHASE TWO OF THE STRONG ROAD SIDEWALK PROJECT VIA THE SAFE ROUTES TO SCHOOL GRANT PROGRAM (SRTS).

WHEREAS, Gadsden County owns and maintains roads and associated rights-of-way within its jurisdiction; and

WHEREAS, Gadsden County is designated as a 'Rural Economic Development Initiative' (REDI) community. As a small, disadvantaged County, adequately addressing the significant safety concerns for the students whom choose to walk/bike to school, places a financial hardship on the County and its' citizens; and

WHEREAS, FDOT provides funding to assist small county governments in building infrastructure that will provide the students of Gadsden County with safer means of getting to and from school.

NOW, THEREFORE BE IT RESOLVED by the Gadsden County Board of County Commissioners that the Strong Rd Sidewalk Project Phase 2 has been presented to the public and the Board of Commissioners and it is hereby endorsed as a high priority infrastructure project which the county will continue to maintain, once developed. The County appreciates the opportunity and as a result, hereby approves submitting an application for state funding on the above-mentioned project as well as confirms its' intentions to maintain ALL right-of-way associated with the project.

PASSED AND ADOPTED ___the, of **January 2026.**

_____ _____

Reginald James, Interim County Administrator Eric Hinson, Board Chairman

ATTEST:

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 23, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Curtis Young, Public Works Director
Allan Meeks, Fleet Control Manager

Subject: Approval of lease purchase of Heavy Equipment from Ring Power with a three-year agreement.

Statement of Issue:
This item is presented to the Board for approval of a Governmental Lease Option to Purchase Equipment from a previous Net Lease Agreement with a balloon payment of $1,143,000.00 (one million, one hundred, forty-three thousand dollars) due January 26, 2026, with a written intent to purchase 30 (thirty) day prior notice.

Background:
June 16, 2020, the Gadsden County Board of County Commissioners approved to lease equipment from Ring Power under a net lease with five (5) lease payments of $339,921.09 (Three hundred thirty-nine thousand nine hundred twenty-one and 09/100) each—the first lease payment due and payable on the date of signing followed by four (4) successive annual Lease payments of $339,921.09 (Three hundred, thirty nine thousand, nine hundred twenty-one and 09|100), which shall be due and payable on the anniversary of the first Lease Payment. The County may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor and payment up to $1,143,000.00 (One million one hundred forty-three thousand and 00/100) for all units.

Description of Unit(s)
1. (l) Caterpillar 930M Wheel Loader s/n 0F5K0 114 7
2. (1) Caterpillar 950GC Wheel Loader s/n 0M5T03772
3. (1) Caterpillar D4 Track Tractor sin 0JPH00_02
4. (1) Caterpillar 326FL Excavator s/n 0MFJ00394
5. (1) Caterpillar M3 l 4 Excavator s/n KA300144
6. (1) Caterpillar 430 Backhoe Loader s/n H8W00270
7. (2) Caterpillar 120 Motor Grader w/ Sloper sin 0Y9A00821, 0Y9A00822
8. (4) Caterpillar 120 LVR s/n 0Y9A00816. 0Y9A00818, 0Y9A00819, 0Y9A00820

Analysis:
The equipment has low hours and a longer useful life, and will be cost-saving to purchase. Ring Power has offered a three (3)-year Municipal Lease for $1,143,000.00 (One million one hundred forty-three thousand and 00/100) and includes a three (3)-powertrain warranty. The lease has a minimal impact on the annual budget, and the County owns the equipment after 3 payments.

Fiscal Impact:
The Fiscal impact will be three (3) Lease Payments of $427,234.03 (Four hundred twenty-seven thousand two hundred thirty-four and 03/100) each. The first Lease Payment shall be due and payable on the Date of Signing, followed by Two (2) successive annual Lease Payments of $427,234.03 (Four hundred twenty-seven thousand two hundred thirty-four and 03/100), which shall be due and payable on the anniversary of the first Lease Payment. After the last payment has been paid, the Board may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor for $1 each ($12.00 for all units).

Total interest to be paid for the equipment under this three year lease is $54,611.71 at 4.5% interest. Ring Power was contacted about negotiating interest rate and they hold firm on 4.5%. Bank interest rates vary based on debt level and credit rating but have been estimated by the bank to be between 4-6.5%.

Ring Power can provide operator and mechanical electronic training but there is an extra cost. Training in fundamental electronics appears to be needed first. Training of any type would need to be ongoing, as one class will never keep up with the technology. Operator training is needed to protect the county's investment, which can be provided at the Ring Power campus. Training options need to be identified and planned for 26-27 budget year as costs cannot be estimated at this point until new courses come available and can be scheduled. If training is approved to be added, budgets will need to be amended to add training funds to Public Works.

Ring Power did an inspection of service records and evaluated the condition of the equipment based on that and oil samples sent to them. Oil sample reports were provided for each machine and were part of the evaluation of machine condition (hydraulic, transmission, tandem, engine) along with service hours. A technical assistance inspection was requested but cannot be arranged prior to the deadline for a decision to be made about leasing, returning equipment, or purchasing.

Public Works has $339,922.00 (three hundred thirty-nine thousand nine hundred twenty-two dollars) budgeted for equipment leases and is requesting $87,312.03 (eighty-seven thousand three hundred twelve dollars and three cents) from contingency funds for the first payment.

If property is returned and a new lease for the same/similar equipment is undertaken, the interest rate would be comparable to the lease/purchase rate and it would require an additional $60,000+ to be budgeted in debt service to accommodate the payments.

If the property is purchased outright, it would cost $1,143,000. There is $339,922 available in debt service that can be used toward the purchase by way of a budget amendment. The balance of $809,078 would have to be taken from the fund balance and would require a budget amendment.

After the Board makes a decision about the direction it wants Public Works to go with the heavy equipment then Finance can develop an appropriate budget amendment that will have to be brought back to the next meeting as a public hearing item.

Options:

1. Approve purchase lease and use debt service and Contingency to pay year one; budget years 2 and 3 in debt service
2. Add training costs to Public Works budget
3. Buy the equipment outright and use the balance in debt service for equipment and the fund balance to pay it off
4. Do not approve and return the equipment
5. Do not approve and return the equipment and take out a new lease for similar equipment and budget it in debt service each year
6. Board direction.

County Administrator's Recommendation:

1. Option 1 and 2

Attachments:

1. Ring Investments Governmental Lease-option to Purchase Agreement
2. Signed 2020 Ring Investments Governmental Lease-option to Purchase Agreement

RING INVESTMENTS, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
904-494-1101

Document Checklist and Instructions – Governmental Lease Agreement

These documents were prepared especially for: Gadsden County BOCC

Documents	Instructions for Completing
Lease Contract	■ Sign on Page 6, Print Name, Title, Date
Delivery Certification	■ Fill in Location, ■ Fill in Possession Date ■ Sign ■ Print Title, Name and Date Signed
Insurance (Contract will not be funded until approved Cert of Ins. is received)	■ Complete the form with the agent information. ■ Send form to your agent ■ Sign, Print Name, Date
Customer Information Verification	■ Review information for accuracy and make corrections as needed. ■ Please be sure we have an email address for the person to contact regarding accounts payable. ■ Initial
Personal Verification Form	■ This form should be completed by your Ring Power Sales Representative ■ **OR** enclose a copy of signer's driver's license.
Machine Repurchase Agreement	■ Please Sign as Customer Representative ■ Insert Name, Title and Date
Equipment Application Survey	■ Must fill in Current Hours ■ Check off Items Included – see listed Items ■ Sign, Print Name, Title and Date

Sales Representative: Jimmy Mincy

NOTE:
Payment options: You can pay by via check, ACH (form attached) or online customer portal.

If you want to use our online customer portal, please use this link:
https://regions.billeriq.com/ebpp/RingInvest/Login/Index.

If you have any questions regarding completion of these documents, please call 904.494.1101. Thank you.

RING INVESTMENTS, LLC
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT

LESSEE: Gadsden County BOCC
ADDRESS: PO Box 1799, Quincy, FL 32353-1649

LESSOR: RING INVESTMENTS, LLC
ADDRESS: 500 World Commerce Pkwy, St. Augustine, FL 32092

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, and let the Units described below to Lessee, and provide Lessee an option to purchase the Units at the end of the lease term, and Lessee agrees to rent, lease, hire and/or purchase the Units from Lessor.

Description of Unit(s)

1. (1) Used Caterpillar 930M Wheel Loader s/n F5K01147
2. (1) Used Caterpillar 950GC Wheel Loader s/n M5T03772
3. (1) Used Caterpillar D4 Track Tractor s/n JPH00202
4. (1) Used Caterpillar 326FL Excavator s/n MFJ00394
5. (1) Used Caterpillar M314 Excavator s/n KA300144
6. (1) Used Caterpillar 430 Backhoe Loader s/n H8W00270
7. (2) Used Caterpillar 120 Motor Grader w/ Sloper s/n Y9A00821, Y9A00822
8. (4) Used Caterpillar 120 LVR s/n Y9A00816, Y9A00818, Y9A00819, Y9A00820

Location of Unit(s): Gadsden County.

PAYMENT TERMS:

Lease Payments are defined as the amount of principal plus interest due Lessor for each piece of Unit at each periodic interval. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to the Lessor, on demand and in addition to all amounts then due and owing, a late payment charge equal to five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

Three (3) years Lease Term
1500 Hours (5 Annually)

Lessee shall pay to Lessor the sum of Three (3) Lease Payments of $427,234.03 (Four hundred twenty-seven thousand two hundred thirty-four and 03/100) each. The first Lease Payment shall be due and payable on Date of Signing, followed by Two (2) successive annual Lease Payment of $427,234.03 (Four hundred twenty-seven thousand two hundred thirty-four and 03/100) which shall be due and payable on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor and payment up to $12.00 (Twelve and 00/100) for all units, plus all other amounts then owing hereunder.

The payment amounts and due dates for all Units are listed on the Payment Schedule attached hereto and incorporated herein by reference ("Schedule A").

ADDITIONAL TERMS AND CONDITIONS

1. LEASE TERM; NON-APPROPRIATIONS: The Lease term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and except to the extent Lessee has not properly returned the Units to Lessor. Lessee shall continue to make lease payments until the Units are properly returned. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

2. PAYMENTS; NET LEASE: During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units ($427,234.03). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

3. DISCLAIMER OF WARRANTIES: Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT (S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

4. POSSESSION, USE AND MAINTENANCE: Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, change the use of any Unit from that specified in the attached Application Survey/Usage Rider, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. The Units are and shall remain personal property irrespective of their use or manner or attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and maintenance records relating thereto. Lessee shall, at its expense and at all times during the Lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor

granted hereunder. If Lessor supplies Lessee with labels stating that the Unit is leased from Lessor, Lessee shall affix and keep them in a prominent place on the Unit.

5. LESSEE'S REPRESENTATION AND WARRANTIES: Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by Lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (c) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive user and operator of the Units.

6. TAXES: Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes that, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions that Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition that Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions that Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns that may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

7. LOSS OR DAMAGE; INSURANCE: Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to and associated with, (until the Unit is returned to Lessor pursuant to Section 10) the Lease term. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for injury to or death of any person or damage to any property arising out of or incident to Lessee's possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 4 above, unless that damage was caused by Lessor, in which event, Lessor shall, at its expense, promptly restore the Unit to the condition required by Section 4 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever other than acts of Lessor, or taken by condemnation or otherwise (any such

occurrence herein referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 10) the Lease term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect of such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than $1,000,000 for combined coverage for bodily injury and property damage. All insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) as their interest may appear as Additional Insured (as allowed under Section 768.28, Florida Statutes), (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee. Lessee agrees to notify Lessor of any occurrence that may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

8. WAIVER AND INDEMNITY: WITHOUT WAIVING ITS SOVEREIGN IMMUNITY AND SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, LESSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF, CAUSED BY, OR RELATING TO USE AND OPERATION OF A UNIT BY LESSEE. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE TO LESSEE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR LOSS OF USE OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

9. EVENTS OF DEFAULT; REMEDIES: Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee. If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as herein provided, and upon there Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or that may have accrued to the date of such termination (ii) as damages for loss of the bargain and not as penalty, a sum equal to the payments due with respect to the Units and additional security during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units or additional security may be and take possession thereof and (b-4) require Lessee to return the Units and additional security as provided in Section 10. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units and additional security following an Event of Default, Lessor may, at its option, undertake commercially reasonable effort to sell or re-lease the Units and additional security, and the proceeds of any such sale or re-lease shall be

applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units and additional security, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late charges pursuant to Section 2 hereof; and fourth, to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and expenses or the actual attorney fees paid by Lessor to its attorney, which ever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred in connection with trial or appellate proceedings or a bankruptcy case by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any obligations under this Lease, Lessor may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

10. RETURN OF UNIT: Upon any termination of the term of this Lease with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense, shall forthwith deliver the unit to Lessor, appropriately protected and in the condition required by Section 4, at the option of Lessor, to the premises of the nearest Ring Power Corporation location, or on board such carrier as Lessor shall specify and ship the same, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 4, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

11. REPORT TO IRS: Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

12. OWNERSHIP: The Units are and at all times shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or there to unless and until Lessee properly exercises any purchase option set forth herein. This lease is a lease and not a security agreement, and Lessee has no right, title, or interests in the Units except as Lessee.

13. ASSIGNMENT; COUNTERPARTS: Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Lessor may not assign its right, title and interest in and to this Lease and the Units and/or grant or assign a security interest in this Lease and the Units, in whole or in part. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Ring Investments, LLC on the signature page thereof as the original will constitute original chattel paper.

14. EFFECT OF WAIVER: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provision of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions shall be given effect. All obligation of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

15. GENERAL: This Lease shall be governed by and construed under the laws of the State of Florida.

LESSEE ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED AND EXECUTED COPY OF THIS AGREEMENT

Lessee: Gadsden County BOCC	**Lessor: RING INVESTMENTS, LLC**
By_____	By_____
Name (PRINT) _____	Name (PRINT)_____
Title: Chairman _____	Title:_____
Date: _____	Date:_____

SCHEDULE A

Payment Schedule

Gadsden County BOCC - F5K01147

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	74,982.00	1		
2	Lease Payment	TBD	26,101.56	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					74,982.00
1	TBD	26,101.56		0.00	26,101.56	48,880.44
2025 Totals		**26,101.56**	**0.00**	**0.00**	**26,101.56**	
2	TBD	26,101.56		2,199.62	23,901.94	24,978.50
2026 Totals		**26,101.56**	**0.00**	**2,199.62**	**23,901.94**	
3	TBD	26,101.56		1,124.03	24,977.53	0.97
2027 Totals		**26,101.56**	**0.00**	**1,124.03**	**24,977.53**	
1	TBD		1.00	0.03	0.97	0.00
2028 Totals		**0.00**	**1.00**	**0.03**	**0.97**	
Grand Totals		**78,304.68**	**1.00**	**3,323.68**	**74,982.00**	

Last interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$3,323.68**	**$74,982.00**	**$78,305.68**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	94,136.00	1		
2	Lease Payment	TBD	32,769.23	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					94,136.00
1	TBD	32,769.23		0.00	32,769.23	61,366.77
2025 Totals		**32,769.23**	**0.00**	**0.00**	**32,769.23**	
2	TBD	32,769.23		2,761.51	30,007.72	31,359.05
2026 Totals		**32,769.23**	**0.00**	**2,761.51**	**30,007.72**	
3	TBD	32,769.23		1,411.16	31,358.07	0.98
2027 Totals		**32,769.23**	**0.00**	**1,411.16**	**31,358.07**	
1	TBD		1.00	0.02	0.98	0.00
2028 Totals		**0.00**	**1.00**	**0.02**	**0.98**	
Grand Totals		**98,307.69**	**1.00**	**4,172.69**	**94,136.00**	

Last interest amount decreased by 0.02 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$4,172.69**	**$94,136.00**	**$98,308.69**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	75,058.00	1		
2	Lease Payment	TBD	26,128.02	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					75,058.00
1	TBD	26,128.02		0.00	26,128.02	48,929.98
2025 Totals		**26,128.02**	**0.00**	**0.00**	**26,128.02**	
2	TBD	26,128.02		2,201.85	23,926.17	25,003.81
2026 Totals		**26,128.02**	**0.00**	**2,201.85**	**23,926.17**	
3	TBD	26,128.02		1,125.17	25,002.85	0.96
2027 Totals		**26,128.02**	**0.00**	**1,125.17**	**25,002.85**	
1	TBD		1.00	0.04	0.96	0.00
2028 Totals		**0.00**	**1.00**	**0.04**	**0.96**	
Grand Totals		**78,384.06**	**1.00**	**3,327.06**	**75,058.00**	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$3,327.06**	**$75,058.00**	**$78,385.06**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	111,217.00	1		
2	Lease Payment	TBD	38,715.28	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					111,217.00
1	TBD	38,715.28		0.00	38,715.28	72,501.72
2025 Totals		**38,715.28**	**0.00**	**0.00**	**38,715.28**	
2	TBD	38,715.28		3,262.58	35,452.70	37,049.02
2026 Totals		**38,715.28**	**0.00**	**3,262.58**	**35,452.70**	
3	TBD	38,715.28		1,667.21	37,048.07	0.95
2027 Totals		**38,715.28**	**0.00**	**1,667.21**	**37,048.07**	
1	TBD		1.00	0.05	0.95	0.00
2028 Totals		**0.00**	**1.00**	**0.05**	**0.95**	
Grand Totals		**116,145.84**	**1.00**	**4,929.84**	**111,217.00**	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$4,929.84**	**$111,217.00**	**$116,146.84**

Gadsden County BOCC - KA300144

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	72,236.00	1		
2	Lease Payment	TBD	25,145.66	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					72,236.00
1	TBD	25,145.66		0.00	25,145.66	47,090.34
2025 Totals		**25,145.66**	**0.00**	**0.00**	**25,145.66**	
2	TBD	25,145.66		2,119.07	23,026.59	24,063.75
2026 Totals		**25,145.66**	**0.00**	**2,119.07**	**23,026.59**	
3	TBD	25,145.66		1,082.87	24,062.79	0.96
2027 Totals		**25,145.66**	**0.00**	**1,082.87**	**24,062.79**	
1	TBD		1.00	0.04	0.96	0.00
2028 Totals		**0.00**	**1.00**	**0.04**	**0.96**	
Grand Totals		**75,436.98**	**1.00**	**3,201.98**	**72,236.00**	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$3,201.98**	**$72,236.00**	**$75,437.98**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	40,963.00	1		
2	Lease Payment	TBD	14,259.26	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					40,963.00
1	TBD	14,259.26		0.00	14,259.26	26,703.74
2025 Totals		**14,259.26**	**0.00**	**0.00**	**14,259.26**	
2	TBD	14,259.26		1,201.67	13,057.59	13,646.15
2026 Totals		**14,259.26**	**0.00**	**1,201.67**	**13,057.59**	
3	TBD	14,259.26		614.08	13,645.18	0.97
2027 Totals		**14,259.26**	**0.00**	**614.08**	**13,645.18**	
1	TBD		1.00	0.03	0.97	0.00
2028 Totals		**0.00**	**1.00**	**0.03**	**0.97**	
Grand Totals		**42,777.78**	**1.00**	**1,815.78**	**40,963.00**	

Last interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$1,815.78**	**$40,963.00**	**$42,778.78**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	127,082.00	1		
2	Lease Payment	TBD	44,238.02	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					127,082.00
1	TBD	44,238.02		0.00	44,238.02	82,843.98
2025 Totals		**44,238.02**	**0.00**	**0.00**	**44,238.02**	
2	TBD	44,238.02		3,727.98	40,510.04	42,333.94
2026 Totals		**44,238.02**	**0.00**	**3,727.98**	**40,510.04**	
3	TBD	44,238.02		1,905.03	42,332.99	0.95
2027 Totals		**44,238.02**	**0.00**	**1,905.03**	**42,332.99**	
1	TBD		1.00	0.05	0.95	0.00
2028 Totals		**0.00**	**1.00**	**0.05**	**0.95**	
Grand Totals		**132,714.06**	**1.00**	**5,633.06**	**127,082.00**	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$5,633.06**	**$127,082.00**	**$132,715.06**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	132,082.00	1		
2	Lease Payment	TBD	45,978.56	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					132,082.00
1	TBD	45,978.56		0.00	45,978.56	86,103.44
2025 Totals		**45,978.56**	**0.00**	**0.00**	**45,978.56**	
2	TBD	45,978.56		3,874.66	42,103.90	43,999.54
2026 Totals		**45,978.56**	**0.00**	**3,874.66**	**42,103.90**	
3	TBD	45,978.56		1,979.98	43,998.58	0.96
2027 Totals		**45,978.56**	**0.00**	**1,979.98**	**43,998.58**	
1	TBD		1.00	0.04	0.96	0.00
2028 Totals		**0.00**	**1.00**	**0.04**	**0.96**	
Grand Totals		**137,935.68**	**1.00**	**5,854.68**	**132,082.00**	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$5,854.68**	**$132,082.00**	**$137,936.68**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	124,889.00	1		
2	Lease Payment	TBD	43,474.61	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					124,889.00
1	TBD	43,474.61		0.00	43,474.61	81,414.39
2025 Totals		**43,474.61**	**0.00**	**0.00**	**43,474.61**	
2	TBD	43,474.61		3,663.65	39,810.96	41,603.43
2026 Totals		**43,474.61**	**0.00**	**3,663.65**	**39,810.96**	
3	TBD	43,474.61		1,872.16	41,602.45	0.98
2027 Totals		**43,474.61**	**0.00**	**1,872.16**	**41,602.45**	
1	TBD		1.00	0.02	0.98	0.00
2028 Totals		**0.00**	**1.00**	**0.02**	**0.98**	
Grand Totals		**130,423.83**	**1.00**	**5,535.83**	**124,889.00**	

Last interest amount decreased by 0.02 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$5,535.83**	**$124,889.00**	**$130,424.83**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	124,889.00	1		
2	Lease Payment	TBD	43,474.61	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					124,889.00
1	TBD	43,474.61		0.00	43,474.61	81,414.39
2025 Totals		**43,474.61**	**0.00**	**0.00**	**43,474.61**	
2	TBD	43,474.61		3,663.65	39,810.96	41,603.43
2026 Totals		**43,474.61**	**0.00**	**3,663.65**	**39,810.96**	
3	TBD	43,474.61		1,872.16	41,602.45	0.98
2027 Totals		**43,474.61**	**0.00**	**1,872.16**	**41,602.45**	
1	TBD		1.00	0.02	0.98	0.00
2028 Totals		**0.00**	**1.00**	**0.02**	**0.98**	
Grand Totals		**130,423.83**	**1.00**	**5,535.83**	**124,889.00**	

Last interest amount decreased by 0.02 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$5,535.83**	**$124,889.00**	**$130,424.83**

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	124,889.00	1		
2	Lease Payment	TBD	43,474.61	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					124,889.00
1	TBD	43,474.61		0.00	43,474.61	81,414.39
2025 Totals		**43,474.61**	**0.00**	**0.00**	**43,474.61**	
2	TBD	43,474.61		3,663.65	39,810.96	41,603.43
2026 Totals		**43,474.61**	**0.00**	**3,663.65**	**39,810.96**	
3	TBD	43,474.61		1,872.16	41,602.45	0.98
2027 Totals		**43,474.61**	**0.00**	**1,872.16**	**41,602.45**	
1	TBD		1.00	0.02	0.98	0.00
2028 Totals		**0.00**	**1.00**	**0.02**	**0.98**	
Grand Totals		**130,423.83**	**1.00**	**5,535.83**	**124,889.00**	

Last interest amount decreased by 0.02 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$5,535.83**	**$124,889.00**	**$130,424.83**

Gadsden County BOCC - Y9A00820

Compounding Period: Annual

Nominal Annual Rate: 4.500%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	124,889.00	1		
2	Lease Payment	TBD	43,474.61	3	Annual	TBD
3	Residual	TBD	1.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
1	TBD					124,889.00
1	TBD	43,474.61		0.00	43,474.61	81,414.39
2025 Totals		**43,474.61**	**0.00**	**0.00**	**43,474.61**	
2	TBD	43,474.61		3,663.65	39,810.96	41,603.43
2026 Totals		**43,474.61**	**0.00**	**3,663.65**	**39,810.96**	
3	TBD	43,474.61		1,872.16	41,602.45	0.98
2027 Totals		**43,474.61**	**0.00**	**1,872.16**	**41,602.45**	
1	TBD		1.00	0.02	0.98	0.00
2028 Totals		**0.00**	**1.00**	**0.02**	**0.98**	
Grand Totals		**130,423.83**	**1.00**	**5,535.83**	**124,889.00**	

Last interest amount decreased by 0.02 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.500%	**$5,535.83**	**$124,889.00**	**$130,424.83**

Gadsden County - 12 Units

		Lease Payments
Used Caterpillar 930M Wheel Loader s/n F5K01147		$26,101.56
Used Caterpillar 950GC Wheel Loader s/n M5T03772		$32,769.23
Used Caterpillar D4 Track Tractor s/n JPH00202		$26,128.02
Used Caterpillar 326FL Excavator s/n MFJ00394		$38,715.28
Used Caterpillar M314 Excavator s/n KA300144		$25,145.66
Used Caterpillar 430 Backhoe Loader s/n H8W00270		$14,259.26
Used Caterpillar 120 Motor Grader w/ Sloper s/n Y9A00821		$44,238.02
Used Caterpillar 120 Motor Grader w/ Sloper s/n Y9A00822		$45,978.56
Used Caterpillar 120 LVR s/n Y9A00816		$43,474.61
Used Caterpillar 120 LVR s/n Y9A00818		$43,474.61
Used Caterpillar 120 LVR s/n Y9A00819		$43,474.61
Used Caterpillar 120 LVR s/n Y9A00820		$43,474.61
	Total	$427,234.03

DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Gadsden County BOCC, as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s)

1. (1) Used Caterpillar 930M Wheel Loader s/n F5K01147
2. (1) Used Caterpillar 950GC Wheel Loader s/n M5T03772
3. (1) Used Caterpillar D4 Track Tractor s/n JPH00202
4. (1) Used Caterpillar 326FL Excavator s/n MFJ00394
5. (1) Used Caterpillar M314 Excavator s/n KA300144
6. (1) Used Caterpillar 430 Backhoe Loader s/n H8W00270
7. (2) Used Caterpillar 120 Motor Grader w/ Sloper s/n Y9A00821, Y9A00822
8. (4) Used Caterpillar 120 LVR s/n Y9A00816, Y9A00818, Y9A00819, Y9A00820

Location

Possession Date: _____

Signature: _____

Name: (PRINT) _____

Title: _____

Date: _____

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: (904) 494-1101
Email: susan.richardson@ringpower.com

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agency

FROM: Gadsden County BOCC, PO Box 1799, Quincy, FL 32353
Customer Name/Address

EQUIPMENT:		
	(1) Used Caterpillar 930M Wheel Loader s/n F5K01147	$74,982.00
	(1) Used Caterpillar 950GC Wheel Loader s/n M5T03772	$94,136.00
	(1) Used Caterpillar D4 Track Tractor s/n JPH00202	$75,058.00
	(1) Used Caterpillar 326FL Excavator s/n MFJ00394	$111,217.00
	(1) Used Caterpillar M314 Excavator s/n KA300144	$72,236.00
	(1) Used Caterpillar 430 Backhoe Loader s/n H8W00270	$40,963.00
	(1) Used Caterpillar 120 Motor Grader w/ Sloper s/n Y9A00821	$127,082.00
	(1) Used Caterpillar 120 Motor Grader w/ Sloper s/n Y9A00822	$132,082.00
	(4) Used Caterpillar 120 LVR s/nY9A00816, Y9A00818, Y9A00819, Y9A00820	$124,889.00/Each

Description, including Serial Number

Per THE LONG-TERM EQUIPMENT LEASE AGREEMENT entered into between Customer shown above and Ring Investments LLC, it is required that Ring Investments, LLC be provided with insurance coverage in accordance with the agreement as indicated below.

- Physical damage coverage must show that Ring Investments LLC, has been named loss payee for the equipment's replacement value.
- The deductible must be shown.
- General liability insurance in the amount of $1,000,000.00 showing Ring Investments LLC, as additional insured in reference to the machine is required.

Please notify your agent for the proper coverage, and list name and address below.

Insurance Agent: _____

Address: _____

_____

Phone: (____) _____ Fax: (____) _____

Email: _____

Contact Name: _____

Policy Number: _____

Print Name	Customer Signature	Date

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
Attn: Susan Richardson
Fax: (904)281-0155
Email: susan.richardson@ringpower.com

Processing of this transaction will be held pending receipt of this information. Thank You for Your Attention in this Matter.

Personal Verification Form

☐ I have determined from my personal experience the identity of each of the below-listed individuals associated with the referenced transaction. (Please Print); **or**

☐ I have reviewed a photo identification of each of the below listed individuals associated with the referenced transaction and compared the appearance of the presenting individual to the photo identification. (Please Print)

Name of customer/transaction: _____.

---

1. **Individual's name and title:** _____

a) Basis of personal knowledge: _____

_____

b) Manual verification of photo identification:

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

---

2. **Individual's name and title:** _____

a) Basis of personal knowledge: _____

_____

b) Manual verification of photo identification:

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____

---

3. **Individual's name and title:** _____

a) Basis of personal knowledge: _____

_____

b) Manual verification of photo identification:

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____,,

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Signature of Ring Investments LLC or Dealer representative completing this form:

_____ _____

Signature Print Name

_____

Date

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: 904/494-1101
Email: susan.richardson@ringpower.com

Customer Information Verification

Please confirm all information listed below – If any information is incorrect, please make corrections in the space provided.

This form should be attached to the contract and made a part thereof. Thank you for your assistance.

	CURRENT INFORMATION	CORRECTIONS
Customer Name:	Gadsden County BOCC	
Physical Address:	1284 High Bridge Road Quincy, FL 32353	
Mailing Address:	PO Box 1799 Quincy, FL 32353	
Equipment Location:	1284 High Bridge Road Quincy, FL 32353	
Business Telephone Number:	PLEASE PROVIDE	
Contact Person:	PLEASE PROVIDE	
Federal ID #/SS#:		
Email Address for Contact Person:	PLEASE PROVIDE	
Tax Exempt Status:	☐ *Exempt ☐ Non-Exempt	*Tax exemption certificate required – please attach and return with your documents (Florida Department of Revenue Form DR14).

The information above has been reviewed and is accurate to the best of my knowledge with exception of corrections as noted:

_____
Customer Initials

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
F5K01147	CAT	930M

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Name of Authorized Customer Representative	Ring Power Sales Rep.
Title	Date:_____
Signature	Ring Power Sales Manager
Date: _____	Date:_____

Updated: 4/4/17

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
M5T03772	CAT	950GC

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

_____
Name of Authorized Customer Representative

_____
Title

_____
Signature

Date: _____

_____
Ring Power Sales Rep.

Date:_____

_____
Ring Power Sales Manager

Date:_____

Updated: 4/4/17

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
JPH00202	CAT	D4

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Name of Authorized Customer Representative	Ring Power Sales Rep.
Title	Date:_____
Signature	Ring Power Sales Manager
Date: _____	Date:_____

Updated: 4/4/17

Brooksville 352-796-4978
Daytona Beach 386-947-3363
Gainesville 352-371-9983
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Sarasota 941-753-7535
St. Augustine 904-737-7730
Tallahassee 850-562-2121
Tampa 813-671-3700

Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
MFJ00394	CAT	326FL

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
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The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

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Name of Authorized Customer Representative

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Title

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Signature

Date: _____

_____
Ring Power Sales Rep.

Date:_____

_____
Ring Power Sales Manager

Date:_____

Updated: 4/4/17

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
KA300144	CAT	M314

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
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   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
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The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

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Name of Authorized Customer Representative

_____
Title

_____
Signature

Date: _____

_____
Ring Power Sales Rep.

Date: _____

_____
Ring Power Sales Manager

Date: _____

Updated: 4/4/17

Brooksville 352-796-4978
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St. Augustine 904-737-7730
Tallahassee 850-562-2121
Tampa 813-671-3700

Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
H8W00270	CAT	430

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

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3. Have no structural damage to frame.
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   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
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Name of Authorized Customer Representative

_____
Title

_____
Signature

Date: _____

_____
Ring Power Sales Rep.

Date:_____

_____
Ring Power Sales Manager

Date:_____

Updated: 4/4/17

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
Y9A00821; Y9A00822	CAT	120 W/ Sloper

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00 Each

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
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Name of Authorized Customer Representative

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Signature

Date: _____

_____
Ring Power Sales Rep.

Date: _____

_____
Ring Power Sales Manager

Date: _____

Updated: 4/4/17

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: **12-5-2025**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
Y9A00816; Y9A00818; Y9A00819; Y9A00820	CAT	120 LVR

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
500 Hours/Year (1500 Total Hours)	$1.00 Each

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
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Brooksville 352-796-4978	**Daytona Beach** 386-947-3363	**Gainesville** 352-371-9983	**Jacksonville** 904-714-2600	**Lake City** 386-755-3997
Lakeland 863-606-0512	**Ocala** 352-732-2800	**Orlando** 407-855-6195	**Palm Bay** 321-952-3001	**Perry** 850-584-2800
Pompano Beach 854-977-5010	**Sarasota** 941-753-7535	**St. Augustine** 904-737-7730	**Tallahassee** 850-562-2121	**Tampa** 813-671-3700

Name of Authorized Customer Representative

Title

Signature

Date: _____

Updated: 4/4/17

Ring Power Sales Rep.

Date:_____

Ring Power Sales Manager

Date:_____

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 930M | Quantity: 1 | S/N: F5K01147

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Stag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$52.20 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 950M | Quantity: 1 | S/N: M5T03772

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$65.53 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: D4 | Quantity: 1 | S/N: JPH00202

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

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Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$52.26 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 326FL | Quantity: 1 | S/N: MFJ00394

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
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- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
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- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
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- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
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- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

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Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$77.43 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: M314 | Quantity: 1 | S/N: KA300144

Annual Usage: 1000 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$33.71 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 430 | Quantity: 1 | S/N: H8W00270

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$28.52 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 120 w/ sloper | Quantity: 1 | S/N: Y9A00821

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
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Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$88.48 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 120 w/ sloper | Quantity: 1 | S/N: Y9A00822

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$91.96**

per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 120 LVR | Quantity: 1 | S/N: Y9A00816

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

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50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$86.95 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 120 LVR | Quantity: 1 | S/N: Y9A00818

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Stag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:
MAINTENANCE AND GENERAL REQUIREMENTS:

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Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

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RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 120 LVR | Quantity: 1 | S/N: Y9A00819

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
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☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
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Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 41.66 HOURS PER MONTH over a term of 36 MONTHS for total usage during the leasing term of 1500 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 1500 + Current Hours_____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$86.95 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | Location: Gadsden County

Make: CAT | Model: 120 LVR | Quantity: 1 | S/N: Y9A00820

Annual Usage: 500 Hours | Current Hours: | Dealer: Ring Power | Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☐ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☐ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☐ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Print Name: _____

Title: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

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- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
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RING
INVESTMENTS, LLC

Ring Investments, LLC
500 World Commerce Parkway
St Augustine, FL 32092
904-494-1101

INVOICE

Invoice No.:
68542

Payment Due Date:
On Receipt

Account No.:
GADSDENCO.2

Gadsden County BOCC
P.O. Box 1799
Quincy, FL 32353

Annual Payment on Governmental Lease-Option to Purchase Agreement for:
Caterpillar 930M Wheel Loader S/N: F5K001147
Caterpillar 950GC Wheel Loader S/N: M5T03772
Caterpillar D4 Tractor S/N: JPH00202
Caterpillar 326FL Excavator S/N: MFJ00394
Caterpillar M314 Excavator S/N: KA300144
Caterpillar 430 Backhoe Loader S/N: HBW00270
(2) Caterpillar 120 Motor Grader w/ Sloper S/N: Y9A00821, Y9A00822
(4) Caterpillar 120LVR Motor Grader S/N: Y9A00816,Y9A00818,Y9A00819, Y9A00820

AMOUNT $427,234.03

We appreciate your prompt payment.
Phone: 904-494-1230
Fax: 904-281-0155
Email: Drew.Wamser@ringpower.com

Please make check payable to and mail to:
Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092

RING INVESTMENTS, LLC
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT

LESSEE: Gadsden County BOCC
ADDRESS: PO Box 1799, Quincy, FL 32353-1649

LESSOR: RING INVESTMENTS, LLC
ADDRESS: 500 World Commerce Pkwy, St. Augustine, FL 32092

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, and let the Units described below to Lessee, and provide Lessee an option to purchase the Units at the end of the lease term, and Lessee agrees to rent, lease, hire and/or purchase the Units from Lessor.

Description of Unit(s)

1. (1) New Caterpillar 930M Wheel Loader s/n 0F5K01147
2. (1) New Caterpillar 950GC Wheel Loader s/n 0M5T03772
3. (1) New Caterpillar D4 Track Tractor s/n 0JPH00202
4. (1) New Caterpillar 326FL Excavator s/n 0MFJ00394
5. (1) New Caterpillar M314 Excavator s/n KA300144
6. (1) New Caterpillar 430 Backhoe Loader s/n H8W00270
7. (2) New Caterpillar 120 Motor Grader w/ Sloper s/n 0Y9A00821, 0Y9A00822
8. (4) New Caterpillar 120 LVR s/n 0Y9A00816, 0Y9A00818, 0Y9A00819, 0Y9A00820

Location of Unit(s): Gadsden County.

PAYMENT TERMS:

Lease Payments are defined as the amount of principal plus interest due Lessor for each piece of Unit at each periodic interval. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to the Lessor, on demand and in addition to all amounts then due and owing, a late payment charge equal to five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

Five (5) years Lease Term
5000 Hours (1000 Annually)

Lessee shall pay to Lessor the sum of Five (5) Lease Payments of $339,921.09 (Three hundred thirty nine thousand nine hundred twenty one and 09/100) each. The first Lease Payment shall be due and payable on Date of Signing, 2021 followed by Four (4) successive annual Lease Payment of $339,921.09 (Three hundred thirty nine thousand nine hundred twenty one and 09/100) which shall be due and payable on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor and payment up to $1,143,000 (One million one hundred forty three thousand and 00/100) for all units, plus all other amounts then owing hereunder.

The payment amounts and due dates for all Units are listed on the Payment Schedule attached hereto and incorporated herein by reference ("Schedule A").

ADDITIONAL TERMS AND CONDITIONS

1. **LEASE TERM; NON-APPROPRIATIONS:** The Lease term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and except to the extent Lessee has not properly returned the Units to Lessor. Lessee shall continue to make lease payments until the Units are properly returned. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

2. **PAYMENTS; NET LEASE:** During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units ($339,921.09). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

3. **DISCLAIMER OF WARRANTIES:** Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT (S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

4. **POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, change the use of any Unit from that specified in the attached Application Survey/Usage Rider, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. The Units are and shall remain personal property irrespective of their use or manner or attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and maintenance records relating thereto. Lessee shall, at its expense and at all times during the Lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor

granted hereunder. If Lessor supplies Lessee with labels stating that the Unit is leased from Lessor, Lessee shall affix and keep them in a prominent place on the Unit.

LESSEE'S REPRESENTATION AND WARRANTIES: Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by Lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (c) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive user and operator of the Units.

TAXES: Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes that, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions that Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition that Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions that Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns that may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

7. **LOSS OR DAMAGE; INSURANCE:** Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to and associated with, (until the Unit is returned to Lessor pursuant to Section 10) the Lease term. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for injury to or death of any person or damage to any property arising out of or incident to Lessee's possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 4 above, unless that damage was caused by Lessor, in which event, Lessor shall, at its expense, promptly restore the Unit to the condition required by Section 4 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever other than acts of Lessor, or taken by condemnation or otherwise (any such

occurrence herein referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 10) the Lease term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect of such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than $1,000,000 for combined coverage for bodily injury and property damage. All insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) as their interest may appear as Additional Insured (as allowed under Section 768.28, Florida Statutes), (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee. Lessee agrees to notify Lessor of any occurrence that may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

8. WAIVER AND INDEMNITY: WITHOUT WAIVING ITS SOVEREIGN IMMUNITY AND SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, LESSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF, CAUSED BY, OR RELATING TO USE AND OPERATION OF A UNIT BY LESSEE. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE TO LESSEE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR LOSS OF USE OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

9. EVENTS OF DEFAULT; REMEDIES: Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee. If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as herein provided, and upon there Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or that may have accrued to the date of such termination (ii) as damages for loss of the bargain and not as penalty, a sum equal to the payments due with respect to the Units and additional security during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units or additional security may be and take possession thereof and (b-4) require Lessee to return the Units and additional security as provided in Section 10. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units and additional security following an Event of Default, Lessor may, at its option, undertake commercially reasonable effort to sell or re-lease the Units and additional security, and the proceeds of any such sale or re-lease shall be

applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units and additional security, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late charges pursuant to Section 2 hereof; and fourth, to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and expenses or the actual attorney fees paid by Lessor to its attorney, which ever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred in connection with trial or appellate proceedings or a bankruptcy case by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any obligations under this Lease, Lessor may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

10. RETURN OF UNIT: Upon any termination of the term of this Lease with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense, shall forthwith deliver the unit to Lessor, appropriately protected and in the condition required by Section 4, at the option of Lessor, to the premises of the nearest Ring Power Corporation location, or on board such carrier as Lessor shall specify and ship the same, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 4, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

11. REPORT TO IRS: Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-C or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

12. OWNERSHIP: The Units are and at all times shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or there to unless and until Lessee properly exercises any purchase option set forth herein. This lease is a lease and not a security agreement, and Lessee has no right, title, or interests in the Units except as Lessee.

13. ASSIGNMENT; COUNTERPARTS: Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Lessor may not assign its right, title and interest in and to this Lease and the Units and/or grant or assign a security interest in this Lease and the Units, in whole or in part. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Ring Investments, LLC on the signature page thereof as the original will constitute original chattel paper.

14. EFFECT OF WAIVER: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provision of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions shall be given effect. All obligation of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

15. GENERAL: This Lease shall be governed by and construed under the laws of the State of Florida.

LESSEE ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED AND EXECUTED COPY OF THIS AGREEMENT

Lessee: **Gadsden County BOCC**

By _____

Name (PRINT) Brenda A. Holt

Title: Chairman Brenda A. Holt, Chair

Date: 10-16-2020

Attest:

Nicholas Thomas, Clerk

Lessor: RING INVESTMENTS, LLC

By _____

Name (PRINT) SUSAN S. RICHARDSON

Title: MANAGER

Date: 2-19-2021

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 930M | **Quantity:** 1 | **S/N:** 0F6K01147

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☑ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Stag Bucket	☑ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: Brenda A. Holt

Print Name: Brenda A. Holt

Title: Chair

Date: 12-16-2020

Lessor: **RING INVESTMENTS, LLC**

Signature: Susan J. Richardson

Print Name: SUSAN S. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the '**REMAINING LIFE REQUIREMENTS**' section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice.

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$27.83 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

2-

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 950GC | **Quantity:** 1 | **S/N:** 0M5T03772

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☑ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☑ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: GADSDEN COUNTY BOCC	Lessor: RING INVESTMENTS, LLC
Signature: Brenda A. Holt	Signature: Susan B. Richardson
Print Name: Brenda A. Holt	Print Name: SUSAN B. RICHARDSON
Title: Chair	Title: MANAGER
Date: 6-16-2020	Date: 2-19-2021

Attest:
Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
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- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

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REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "**REMAINING LIFE REQUIREMENTS**" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
60% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$33.89 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** D4 | **Quantity:** 1 | **S/N:** 0JPH00202

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☑ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: GADSDEN COUNTY BOCC

Signature: Brenda A. Hart

Print Name: Brenda A. Hart

Title: Chair

Date: 10-16-2020

Lessor: RING INVESTMENTS, LLC

Signature: Susan S. Richardson

Print Name: SUSAN S. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards
- Ensure all units are operated only in the applicabons for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors
- Ensure all electrical components, including but not limited to, wiring harness batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "**REMAINING LIFE REQUIREMENTS**" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice.

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$29.64 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

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RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 326FL | **Quantity:** 1 | **S/N:** 0MFJ00394

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other: HYD THUMB

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☑ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
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Lessee: **GADSDEN COUNTY BOCC**

Signature: Brenda A. Holt

Print Name: Brenda A. Holt

Title: Chair

Date: 6-16-2020

Lessor: **RING INVESTMENTS, LLC**

Signature: Susan F. Richardson

Print Name: SUSAN F. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
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- Ensure all electrical components, including but not limited to, wiring harness, batteries alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

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50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

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Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$36.47 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

6

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** M314 | **Quantity:** 1 | **S/N:** KA300144

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☑ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
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☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

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☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other: DITCH CLEANING BUCKET

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
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Lessee: GADSDEN COUNTY BOCC

Signature: Brenda A. Holt

Print Name: Brenda A. Holt

Title: Chair

Date: 6-16-2020

Lessor: RING INVESTMENTS, LLC

Signature: Susan S. Richardson

Print Name: SUSAN S. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest:

Nicholas Thomas, Clerk

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REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
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LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

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MAXIMUM USAGE:

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Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

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RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 430 | **Quantity:** 1 | **S/N:** H8W00270

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☑ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☑ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotosaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☑ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: GADSDEN COUNTY BOCC

Signature: Brenda A. Holt

Print Name: Brenda A. Holt

Title: Chair

Date: 6-16-2020

Lessor: RING INVESTMENTS, LLC

Signature: Susan J. Richardson

Print Name: SUSAN J. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards
- Ensure all units are operated only in the applications for which they were designed and manufactured
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order
- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "**REMAINING LIFE REQUIREMENTS**" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice.

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$17.56 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 120 w/ Sloper | **Quantity:** 1 | **S/N:** 0Y9A00821

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☑ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
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☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
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Lessee: **GADSDEN COUNTY BOCC**

Signature: Brenda A. Hart

Print Name: Brenda A. Hart

Title: Chair

Date: 6-16-2020

Lessor: **RING INVESTMENTS, LLC**

Signature: Susan J. Richardson

Print Name: SUSAN J. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest:

Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

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- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
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- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
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Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

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RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 120 w/ Sloper | **Quantity:** 1 | **S/N:** 0Y9A00822

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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MAJOR ATTACHMENTS (Check all that apply):

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☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
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Other:

BLADES AND BUCKETS (Check all that apply):

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Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
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☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
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Lessee: GADSDEN COUNTY BOCC	Lessor: RING INVESTMENTS, LLC
Signature: Brenda A. Holt	Signature: Susan J. Richardson
Print Name: Brenda A. Holt	Print Name: SUSAN J. RICHARDSON
Title: Chair	Title: MANAGER
Date: 12-16-2020	Date: 1-19-2021

Attest: _____
Nicholas Thomas, Clerk

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Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

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RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 120 LVR | **Quantity:** 1 | **S/N:** 0Y9A00816

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

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Lessee: **GADSDEN COUNTY BOCC**

Signature: Brenda A. Holt

Print Name: Brenda A. Holt

Title: Chair

Date: 12-16-2020

Lessor: **RING INVESTMENTS, LLC**

Signature: Susan J. Richardson

Print Name: SUSAN J. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

NICHOLAS THOMAS GADSDEN COUNTY CLERK OF CIRCUIT COURT FLORIDA

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors
- Ensure all electrical components, including but not limited to, wiring harness, batteries alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component. Including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the '**REMAINING LIFE REQUIREMENTS**' section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice.

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$23.61 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

6

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 120 LVR | **Quantity:** 1 | **S/N:** 0Y9A00818

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
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Lessee: GADSDEN COUNTY BOCC	Lessor: RING INVESTMENTS, LLC
Signature: Brenda A. Holt	Signature: Susan J. Richardson
Print Name: Brenda A. Holt	Print Name: SUSAN J. RICHARDSON
Title: Chair	Title: MANAGER
Date: 6-16-2020	Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available and free from all oil, hydraulic and fuel leaks.
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- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
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Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

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6

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 120 LVR | **Quantity:** 1 | **S/N:** 0Y9A00819

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

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MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
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☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All-Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
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Other:

MARKET CATEGORIES (Check all that apply):

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☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
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Lessee: **GADSDEN COUNTY BOCC**	Lessor: **RING INVESTMENTS, LLC**
Signature: Brenda A. Holt	Signature: Susan J. Richardson
Print Name: Brenda A. Holt	Print Name: SUSAN J. RICHARDSON
Title: Chair	Title: MANAGER
Date: 2-11-2020	Date: 2-19-2021

Attest: _____
Nicholas Thomas, Clerk

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Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

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4

RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY

Customer Name: Gadsden County BOCC | **Location:** Gadsden County

Make: CAT | **Model:** 120 LVR | **Quantity:** 1 | **S/N:** 0Y9A00820

Annual Usage: 1000 Hours | **Current Hours:** 5 | **Dealer:** Ring Power | **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

☐ 4 Wheel Drive	☐ Slope Board	☐ Pallet Forks	☐ Landscape Rake	☐ Concrete Crusher
☐ Auguer	☐ Tiller	☐ Rotator	☐ Metal Shear	☐ Forks
☐ Cab Riser	☐ Access Platform	☐ Snow Plow	☐ Ride Control	☐ Long Reach Stick
☐ Delimber	☐ Block Forks	☐ Top Clamp	☐ Saw Head	☐ Mower
☐ Generator	☐ Cold Planer	☑ Air Conditioner	☐ Solid Tires	☐ Ripper
☐ Lumber Forks	☐ E-Stick	☐ Broom	☐ Trencher	☐ Shear Head
☐ OHT Body Liner	☐ Grapple	☐ Compactor	☐ All Wheel Steer	☐ Special Rims
☐ Rotasaw	☐ Magnet	☐ Feller Buncher	☑ Cab	☐ Winch

Other:

BLADES AND BUCKETS (Check all that apply):

☐ PAT Blade	☐ Side Dump Bucket	☐ Landfill Bucket	☐ Chip Blade	☐ Angle Blade
☐ Bottom Dump Bucket	☐ "SU" Blade		☐ GP Bucket	☐ Coal Blade
☐ Ejector Bucket	☐ Carry Dozer Blade	☐ Slag Bucket	☐ Multi-Purpose Bucket	☐ High Volume Bucket
☐ Landfill Blade	☐ Front Dump Bucket	☐ "U" Blade	☐ Straight Blade	☐ Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

☐ Heavy Construction – Airports, Bridges, Dams, Highway/Road	☐ Quarry – Granite, Limestone, Sand & Gravel
☐ Building Construction – Commercial, Residential, Utilities	☐ Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
☐ Landscape Construction – Commercial, Residential	☐ Forest Products – Mill and Yard Operations
☐ Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	☐ Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
☐ Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	☑ Governmental – Road Maintenance, Snow Removal
☐ Petroleum & Gas – Exploration and Development, Pipelines	☐ Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **GADSDEN COUNTY BOCC**

Signature: Brenda A. Holt

Print Name: Brenda A. Holt

Title: Chair

Date: 10-16-2020

Lessor: **RING INVESTMENTS, LLC**

Signature: Susan L. Richardson

Print Name: SUSAN L. RICHARDSON

Title: MANAGER

Date: 2-19-2021

Attest: Nicholas Thomas, Clerk

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order
- Ensure all window glass is clear, and free from cracks and major pitts, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the '**REMAINING LIFE REQUIREMENTS**' section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge To Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 83.33 HOURS PER MONTH over a term of 60 MONTHS for total usage during the leasing term of 5000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 5000 + Current Hours 5 **= Total Allowable Machine Hours** 5005

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu therof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **$23.61 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: **1-27-2021**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
0F5K01147	CAT	930M

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Total Hours	$70,000

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Brenda A. Holt
Name of Authorized Customer Representative

Chair
Title

Brenda A. Holt
Signature

Date: 6-16-2020

Updated: 4/4/17

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/27/2021

Attest:
Nicholas Thomas, Clerk

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: **1-27-2021**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
0M5T03772	CAT	950GC

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Hours	$80,000

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
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The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Brenda A. Holt
Name of Authorized Customer Representative

Chair
Title

Brenda A. Holt
Signature

Date: 1-15-2020

Updated: 4/4/17

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/27/2021

Attest:
Nicholas Thomas, Clerk

2

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Date: **1-27-21**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
0JPH00202	CAT	D4

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5Years/5000 Total Hours	$70000

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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Brenda A. Holt
Name of Authorized Customer Representative

Chair
Title

Brenda A. Holt
Signature

Date: 6-16-2020

Updated: 4/4/17

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/27/2021

Attest:
Nicholas Thomas, Clerk

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Date: **1-27-2021**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
0MFJ00394	CAT	326FL

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Hours	$103,000

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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Brenda A. Holt
Name of Authorized Customer Representative

Chair
Title

Brenda A. Holt
Signature

Date: 6-16-2020

Updated: 4/4/17

Attest:
Nicholas Thomas, Clerk

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/27/2021

6

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
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Date: **1-27-2021**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
KA300144	CAT	M314

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Total Hours	$65,000

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Brenda A. Holt
Name of Authorized Customer Representative

Chair
Title

Signature

Date: 6-16-2020

Updated: 4/4/17

Attest:
Nicholas Thomas, Clerk

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/27/2021

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
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Date: **1-27-2021**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
H8W00270	CAT	430

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Hours	$35,000

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

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The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Brenda A. Hart
Name of Authorized Customer Representative

Chair
Title

Brenda A. Hart
Signature

Date: 6-16-2020

Updated: 4/4/17

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/25/2021

Attest:
Nicholas Thomas, Clerk

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: 1-27-2021

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
0Y9A00821; 0Y9A00822	CAT	120 LVR w/ Sloper

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Hours	$125,000 Each

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

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The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Brenda Holt
Name of Authorized Customer Representative

Chair
Title

Signature

Date 6-16-2020

Updated: 4/4/17

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/28/2021

Attest:
Nicholas Thomas, Clerk

d

Ring Power CAT

Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
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Date: **1-27-2021**

Machine Repurchase Agreement

Quote Prepared for: **Gadsden County BOCC**

Machine Description

Serial Number	Make	Model
0Y9A00816; 0Y9A00818;Y9A00819; 0Y9A00820	CAT	120 LVR

Guarantee Repurchase Option

Term	Guaranteed Repurchase Option
5 Years/5000 Total Hours	$117,500 Each

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

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2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed $1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

   OR

   B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Brenda A. Holt
Name of Authorized Customer Representative

Chair
Title

Brenda A. Holt
Signature

Date 6-16-2020

Updated: 4/4/17

Ring Power Sales Rep.

Date:

Ring Power Sales Manager

Date: 1/27/2021

Attest:
Nicholas Thomas, Clerk

DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Gadsden County BOCC. as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form. (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease. and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s)

1. (1) New Caterpillar 930M Wheel Loader s n 0F5K01147
2. (1) New Caterpillar 950GC Wheel Loader s n 0M5T03772
3. (1) New Caterpillar D4 Track Tractor s n 0JPH00202
4. (1) New Caterpillar 326FL Excavator s n 0MFJ00394
5. (1) New Caterpillar M314 Excavator s n KA300144
6. (1) New Caterpillar 430 Backhoe Loader s n H8W00270
7. (2) New Caterpillar 120 Motor Grader w/ Sloper s n 0Y9A00821. 0Y9A00822
8. (4) New Caterpillar 120 LVR s n 0Y9A00816. 0Y9A00818. 0Y9A00819. 0Y9A00820

Location

Possession Date: 1/26/2021

Signature: Brenda A. Holt

Name: (PRINT) Brenda A. Holt

Title: Chair

Date: 6-16-2020

Attest:

Nicholas Thomas, Clerk

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: (904) 494-1101
Email: susan.richardson@ringpower.com

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agency

FROM: Gadsden County BOCC, PO Box 1799, Quincy, FL 32353
Customer Name Address

EQUIPMENT:	(1) New Caterpillar 930M Wheel Loader s n 0F5K01147	$190,517.49
	(1) New Caterpillar 950GC Wheel Loader s n 0M5T03772	$227,299.77
	(1) New Caterpillar D4 Track Tractor s n 0JPH00202	$198,739.16
	(1) New Caterpillar 326FL Excavator s n 0MFJ00394	$259,014.39
	(1) New Caterpillar M314 Excavator s n KA300144	$213,640.13
	(1) New Caterpillar 430 Backhoe Loader s n H8W00270	$112,274.59
	(2) New Caterpillar 120 Motor Grader w Sloper s n 0Y9A00821, 0Y9A00822 Each	$262,306.87
	(4) New Caterpillar 120 LVR s n 0Y9A00816, 0Y9A00818, 0Y9A00819, 0Y9A00820 Each	$210,976.84

Description, including Serial Number

Per THE LONG-TERM EQUIPMENT LEASE AGREEMENT entered into between Customer shown above and Ring Investments LLC, it is required that Ring Investments, LLC be provided with insurance coverage in accordance with the agreement as indicated below.

- Physical damage coverage must show that Ring Investments LLC, has been named loss payee for the equipment's replacement value.
- The deductible must be shown.
- General liability insurance in the amount of $1,000,000.00 showing Ring Investments LLC, as additional insured in reference to the machine is required.

Please notify your agent for the proper coverage, and list name and address below.

Insurance Agent: _____

Address: _____

_____

Phone: (____) _____ Fax: (____) _____

Email: _____

Contact Name: _____

Policy Number: _____

Print Name Brenda A. Hart Customer Signature 6-16-2020 Date

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
Attn: Susan Richardson
Fax: (904)281-0155
Email: susan.richardson@ringpower.com

Processing of this transaction will be held pending receipt of this information. Thank You for Your Attention in this Matter.

Attest:
Nicholas Thomas, Clerk

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 16, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Directors

Subject: **Approval of Bid Award to Peavy & Son Construction Co. for Dogtown Rd widening and resurfacing project.**

Statement of Issue:
This agenda item seeks Board approval to award the Bid Award to Peavy & Son Construction Co. for the Dogtown Rd widening and resurfacing, the apparent lower bid, in amount of $1, 053,246.65.

Background:
This proposed project is for the Construction and CEI services of the widening and resurfacing of CR 161A from CR 161 Point Milligan Road to CR 159 Salem Road. This project will include widening and resurfacing two 11' travel lanes. Draining improvements will include driveway side drain pipes and mitered end sections. Replacement of signage and RPM's will take place as necessary. New thermoplastic striping will be included. All work will be completed within the existing right-of-way.

On November 6, 2025, the county accepted bids from qualified Contractors to complete the construction project. A total of (5) bids were received ranging from $1,724.796.80 to $1,053,246.65. Peavy & Son Construction Co. was the lowest bidder with the total bid of $1,053.246.65

Analysis:
Staff reviewed the bids for compliance with the requirements for the advertisement. The submittal is considered responsive. A copy of the detailed tabulation is provided with the agenda item. Staff is seeking approval to allow the commencement of the construction phase of the project.

Fiscal Impact:
This project will be funded by FDOT SCRAP (Small County Road Assistance Program). This project will have no fiscal on the County.

Options:
1. Approve the Award Bid to Peavy & Son Construction Co. Dogtown Rd widening and resurfacing project in the amount of 1,053,246.65 and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:
Option 1

Attachments:
Letter of Recommendation
Bid Report ITB 26-02
Construction Agreement
Resolution No. 2025
Notice of Award
Notice to Proceed

Alday-Howell
ENGINEERING, INC.

Civil Engineering
Site and Subdivision Design
Environmental Permitting
Land Use Planning

November 10, 2025

Gadsden County Board of County Commissioners
9-B East Jefferson Street.
Quincy, FL 32353
Attn: Curtis Young, Public Works Director

Re: Recommendation to Award
CR 161A (Dogtown Road)
FDOT FPID #: 451773-1-54-01
AHE Project #: 24-006

Dear Mr. Young,

We received bids for the subject project on Thursday, November 6, 2025, at 3:30 pm. The Project consists of approximately 4,031 tons of asphalt pavement, 6,671 square yards of base, and 50 mitered end sections.

Five (5) contractors submitted bids for the subject project. After review of all prices to correspond with the respective unit prices as governed in Article 13.02 *Unit Price* Section C. of the C-200, Instructions to Bidders which states, "Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices", Peavy and Son Construction Co. submitted the lowest overall qualified bid of $1,053,246.65. Therefore, we recommend the County award the contract to Peavy and Son Construction Co.

Attached please find the following:

1. Prepared Bid Tabulation
2. Notice of Award
3. Peavy and Son Construction Co. Bid

If you have any questions or comments, please feel free to contact me.

Sincerely,
Alday-Howell Engineering, Inc.

Tommy Johns, PE

Mailing Address
Post Office Box 494
Marianna, FL 32447

Marianna Office
3017 Highway 71 North
Marianna, FL 32446
info@aldayhowell.com
Ph: (850) 526-2040
Fax: (850) 526-4740

Crestview Office
4100 S. Ferdon Blvd, Ste B2
Crestview, FL 32536
crestview@aldayhowell.com
Ph: (850) 634-6084

require 3 copies
- Bid Bond
- Sub Contractors

BID TABULATION

Gadsden County, FL
CR 161A (Dogtown Road) - SCRAP Project
FPID 451773-1-54-01 / ITB 26-02
AHE JOB NO: 24-006

Bid Date: 6-Nov-25 Time: 3:30 PM EST

	Bidder's Name	Total Bid Price
1	CWR	$1,269,343.13
2	Roberts > Roberts	$1,217,699.82
3	GCUC	$1,724,796.80
4	Capital Asphalt	$1,187,051.85
5	Peavy > Son — Low Bidder	$1,053,246.65
6		
7		
8		
9		
10		

Read By: _____ Witnessed By: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:

Owner: Gadsden County

Owner's Contract No.:

Engineer: Alday-Howell Engineering, Inc.

Engineer's Project No.: 24-006

Project: CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

Contract Name: CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

Bidder: Peavy and Son Construction Co.

Bidder's Address: PO Box 2369 Havana, Florida 32333

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 6, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
The Project consists of approximately 4,031 tons of asphalt pavement, 6,671 square yards of base, and 50 mitered end sections.

The Contract Price of the awarded Contract is: $ One Million, Fifty-Three Thousand, Two Hundred Forty-Six & 65/100 Dollars ($1,053,246.65) *[note if subject to unit prices, or cost-plus]*

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Gadsden County

Authorized Signature

By:

Title:

Copy: Engineer

PEAVY & SON CONSTRUCTION DOGTOWN RD. BID

COPY

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Purchasing Office, Gadsden County

Edward J. Butler Governmental Complex

5-B East Jefferson Street, Quincy, FL 32351

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	10/15/2025

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

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and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

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

UNIT PRICE WORK - ROADWAY COMPONENT					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0101-1	MOBILIZATION	LS	1	$50,000.00	$50,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	1	$10,000.00	$10,000.00
0110-1-1	CLEARING & GRUBBING	AC	7.195	$1,000.00	$7,195.00
0110-7-1	MAILBOX, F&I, SINGLE	EA	3	$150.00	$450.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	1206.2	$12.00	$14,474.40
0120-4	SUBSOIL EXCAVATION	CY	186.6	$20.00	$3,732.00
0120-71	REGULAR EXCAVATION (3R PROJECTS ONLY)	LS	1	$5,000.00	$5,000.00
0160-4	TYPE B STABILIZATION	SY	1544.43	$5.00	$7,722.15
0285-701	OPTIONAL BASE GROUP 1	SY	315	$18.00	$5,670.00
0285-706	OPTIONAL BASE GROUP 6	SY	6356	$18.00	$114,408.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	2198.5	$155.00	$340,767.50
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	1832.1	$155.00	283,975.50
0430-94-1	DESILTING PIPE, 0 - 24"	LF	396	$4.00	$1,584.00
0430-984-121	MITERED END SECTION, OPTIONAL ROUND, 12" SD	EA	4	$1,500.00	$6,000.00
0430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	30	$1,800.00	$54,000.00
0430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	16	$2,000.00	$32,000.00
0570-1-1	PERFORMANCE TURF	SY	21526	$1.50	$32,289.00
0570-1-2	PERFORMANCE TURF, SOD	SY	6269	$3.00	$18,807.00
ROADWAY COMPONENT SUB-TOTAL OF ALL UNIT PRICE BID ITEMS					$ 988,074.55

UNIT PRICE WORK - SIGNING & PAVEMENT MARKING COMPONENT					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0700-1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	7	$577.50	$4,042.50
0700-1600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	7	$80.00	$560.00
0705-10-2	OBJECT MARKER, TYPE 2	EA	8	$185.00	$1,480.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	476	$5.00	$2,380.00
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$12,600.00	$12,600.00
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	12	$27.00	$324.00
0711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	4.118	$6,050.00	$24,913.90
0711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	2.662	$6,050.00	$16,105.10
0711-16-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	0.954	$2,900.00	$2,766.60
SIGNING & PAVEMENT MARKING COMPONENT SUB-TOTAL OF ALL UNIT PRICE BID ITEMS					$ 65,172.10

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Notes to Bidders

5.02 The project will be awarded based on the lowest Total Bid Price.

5.03 See Sheet 5 General Notes of the Roadway Plans for Pay Item notes.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 1,053,246.65

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CUC 056755 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

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

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Peavy & Son Construction Co, Inc

By:
[Signature]

[Printed name] M. D. Peavy IV - Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Ensworth Blyden

Title: Estimator/Project Manager

Submittal Date: 11/5/2025

Address for giving notices:

Peavy & Son Construction, Inc.
39 Schwall Rd.
Havana, Florida 32333

Telephone Number: (850)539-5019

Fax Number: (850)539-6669

Contact Name and e-mail address: Ensworth Blyden
ensworth@peavyandson.com

Bidder's License No.: CUC 056755
(where applicable)

***NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.*

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EJCDC

BID BOND

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

BIDDER *(Name and Address)*:
Peavy & Son Construction Co., Inc.
PO Box 2369
Havana, FL 32333

SURETY *(Name and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER *(Name and Address)*:
Gadsden County
9 E Jefferson Street,
Quincy, FL 32353

BID

Bid Due Date: 11/6/2025
CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

BOND

Bond Number: Bid Bond
Date *(Not earlier than Bid due date)*: 11/6/2025
Penal sum Five percent of the amount bid (Words) $ 5% of the amount bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Peavy & Son Construction Co., Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Magnus Delany Peavy III	Kevin R. Wojtowicz
Print Name	Print Name
Vice President	Attorney-in-Fact
Title	Title
Attest: Signature	Attest: Signature
Estimator/Project Manager	Amy Scott, Witness
Title	Title

Note. Above addresses are to be used for giving any required notice. Provide execution by any additional

parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

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

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **November**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PEAVY & SON CONSTRUCTION CO.
ASPHALT PAVING
HAULING. SITE DEVELOPMENT. EXCAVATION
850 539 5019

REQUIRED BID ITEMS

(B) LIST OF PROPOSED SUBCONTRACTORS

Bobs Barricades – MOT Devices

Emerald Coast Striping – Permanent Signs, Traffic Paint & Thermoplastic

Big Island Construction – Straight Endwalls and Mitered Ends

Delacy Farm Sod – Grassing Items

(C) LIST OF PROPOSED SUPPLIERS

Core and Main – Pipe Materials

JH Dowling – Erosion control Materials, Various FDOT Certified Materials

Stones – Mail Boxes Minor Construction Items

Anderson-Columbia – Asphalt

(D) LIST OF PROJECT REFERENCES

Tom Justice – FDOT Project Manager at Midway Operations

Jennifer Magavero – City of Tallahassee Construction Chief

Andrew Riley – Leon County Public Works Projects Manager

Mike King -Wakulla County Project Manager

(E) EVIDENCE OF AUTHORITY TO DO BUSINESS IN FLORIDA

Attached

(G) BIDDER QUALIFICATION STATEMENT

Peavy & Son Construction Co., Inc.
Schedule of Completed Contracts
For the Three Years Ended 12/31/2024

Contract Number	Contract Description	Dollar Amount of Work Performed	Class of Work	Year Completed	Where Located City / County	Name and Address of Official to Whom You Refer
830201	Wakulla Gardens Sewer Ph3	931,954	10	2024	Crawfrodville, FL	Jonathan Connely - North Florida Construction
830607	Jefferson Co. Rd Bond Paving	1,750,426	10,14	2024	Monticello, FL	Shannon Metty - Jefferson County PW Director
830810	Smith Creek Rd/Sopchoppy/Wak.	3,315,857	10,14,	2024	Sopchoppy, FL	Glenn Roberts - AECOM Engineers
840305	2019 Leon Co. (Atpb) Cont Ph 2	409,590	10	2024	Tallahassee, Florida	Andrew Reiley - Leon County Public Works
840406	City Of Perry Streets 2024	1,206,324	10,14	2024	Perry, Florida	Danielle Ondash - City of Perry
-	Miscellaneous Paving, Grading and Materials Sales	1,779,386	14, 40	2024		
		$ 9,393,537				
100100	Trade Sales Non-tax Agencies	338,820	Materjal Sales	2023	Tallahassee/Leon	Various
360722	Fleischmann Road	293,771	10, 28, 14	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
361423	Crestview Avenue	385,011	10, 14, 28	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
361723	COT / Cantrell 5365	232,968	40 (Utilities)	2023	Tallahassee/Leon	Hank Stringer - City of Tallahassee
820312	Lighthouse Road Resurfacing	1,175,876	10, 14	2023	St. Marks, Wakulla	Rusty Paggott - St. Marks
830101	FDOT / SR369 (US319) / T3701 : WAKC	363,788	10, 14	2023	Crawfordville, Wakulla	Gene Strictland - Anderson-Columbia
830303	FDOT / I-10 Jefferson Co. / T3802	1,507,944	10, 14,	2023	Jefferson County	Dilon Reed - Anderson-Columbia
830403	Martin Luther King Jr. Blvd	1,481,977	10, 14, 7	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
830504	CR61 Wakulla Springs Road	1,048,097	10, 14, 7	2023	Wakulla County	Mike King - Wakulla County Road Department
830709	Lonnie Raker Lane	495,154	10, 14, 7	2023	Crawfordville, Wakulla	Mike King - Wakulla County Road Department
-	Miscellaneous Paving, Grading and Materials Sales	1,403,260	14, 40	2023		
		$ 8,726,666				
810202	FDOT/SR63(US27)N.MONROE	$ 3,752,799	7,11,12,13,14,18,28,39,40	2022	Leon County	FDOT

						17 Commerce Blvd, Midway, FL 32343
810610	FDOT/SR30(US98)/T3771/WAKULLA	4,479,125	7,11,12,13,14,18,28,40	2022	Wakulla County	FDOT 17 Commerce Blvd, Midway, FL 32343
-	Miscellaneous Paving, Grading and Materials Sales	5,830,254	14, 40	2022		
		$ 14,062,178				
		#REF!				

State of Florida
Department of State

I certify from the records of this office that PEAVY & SON CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on July 1, 1974.

The document number of this corporation is 455784.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, 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 Twenty-sixth day of June, 2019



Secretary of State

Tracking Number: 825221020C'C

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05, 2025

PEAVY & SON CONSTRUCTION CO., INC.
39 SCHWALL ROAD
HAVANA, FLORIDA 32333

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, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

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://fdotwp1.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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEAVY, MAGNUS DELACY IV

PEAVY & SON CONSTRUCTION CO INC
39 Schwall R P.O. BOX 2369
HAVANA FL 32333

LICENSE NUMBER: CUC056755

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/21/2024

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.

E-Verify

Company ID Number: 389055

North American Industry Classification Systems Code:	237
Administrator	
Number of Employees	100 to 499
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA (1 site(s))

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lisa S Weaver
Telephone Number	(850) 539-5919
Fax Number	(850) 539-7541
E-mail Address	lisaweaver@peavyandsonconstruction.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street, Suite 300 Pensacola FL 32502	CONTACT NAME: Stephanie Dombrow PHONE (A/C, No, Ext): 850-332-5456 FAX (A/C, No): 850-607-2060 E-MAIL ADDRESS: sdombrow@sihle.com
INSURED PEAVSON-01 Peavy & Son Construction Co., Inc. P.O. Box 2369 Havana FL 32333	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Great American Insurance Company — 16691 INSURER B: The Hanover Insurance Company — 22292 INSURER C: BITCO National Insurance Company — 20109 INSURER D: BITCO General Insurance Corporation — 20095 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1245083414** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			CLP 3 759 847	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			CAP 3 759 848	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR			TUU2061781 08	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 3 759 846	7/1/2025	7/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Contractors Equipment			IHJ-D212883-08	7/1/2025	7/1/2026	Leased/Rented Equip	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder may be included as Additional Insured as respects General Liability coverage when required by written contract. A Waiver of Subrogation applies in favor of same when required by written contract.

CERTIFICATE HOLDER

For Bid Purposes only
Please contact Agent listed above for current information

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Gadsden COUNTY

BID REPORT

Bid No. 26-02

CR 161A Dogtown Road

DATE: November 6, 2025

TIME: 3:30 P.M.

PRESENT: Pheshe Bennett, Budget Manager GCBOCC
Chara Villegas, Fiscal Assistant, GCBOCC
Tommy Johns, Alday-Howell Engineering
Dana Davis, WSB
Agnes Denson, WSB
Joseph Shuler, Roberts and Roberts
Ensworth Blyden, Peavy and Sons
Magnus D. Peavy, Peavy and Sons
Gavin Dacus, C.W. Roberts Contracting Inc.
M. Mitchell, Capital Asphalt
Lakysha Perkins, Project Manager, GCBOCC

The following vendors responded to our solicitation for Dogtown Road SCOP

Vendor	Bid Amount
Peavy & Son Construction Co. 39 Schwall Road Havana, FL 32333	See Attached Bid Tabulation
CWR Contracting, Inc 3660 Hartsfield Road Tallahassee, FL 32303	See Attached Bid Tabulation
Roberts & Roberts 1538 Metropolitan Boulevard Tallahassee, FL 32308	See Attached Bid Tabulation
Capital Asphalt 1330 Capital Circle NE Tallahassee, FL 32308	See Attached Bid Tabulation

Vendor	Bid Amount
Gulf Coast Utility Contractors, LLC 13939 Highway 77 Panama City, FL 32409	See Attached Bid Tabulation

The proposals will be reviewed and a recommendation for award will be made to the Board. The Board will award this to the company that best meets the requirements of the specifications in the bid.

The meeting adjourned at 3:40 p.m.

LEGAL ADVERTISEMENT
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

ITB# 26-02 – CR161A (DOGTOWN ROAD)

ADVERTISMENT BEGIN DATE: October 2, 2025
RELEASE DATE: October 2, 2025
MANDATORY PRE-BID CONFERENCE: Wednesday, October 15, 2025 @ 10:00 AM
PROPOSALS DUE TO BOCC: Thursday, November 6, 2025 @ 3:00 PM

Gadsden COUNTY

Sealed proposals will be received at the Gadsden County Purchasing Office, 5B East Jefferson Street, Rm 204, Quincy, FL 32351 until Thursday, November 6, 2025 @ 3:00 PM local time. All proposals will be opened and read aloud on Thursday, November 6, 2025 @ 3:30 PM local time. Proposals received after said time will be returned unopened.

The Project consists of approximately 4,031 tons of asphalt pavement, 6,671 square yards of base, and 50 mitered end sections. The specifications of the procurement are stated in **ITB# 26-02.**

Pre-Bid Meeting will be held at 10:00 AM, Eastern Time, Wednesday, October 15, 2025, at the Public Works Office located at 1284 High Bridge Road, Quincy, Florida 32351.

The ITB# 26-02 and any addendum issued will be posted on the County's website at www.gadsdencountyfl.gov or can be obtained by contacting the County's Procurement Office at procurement@gadsdencountyfl.gov.

A person or affiliate who has been placed on the convicted Respondent 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 a period of 36 months from the date of being placed on the convicted Respondent list.

The Gadsden County Board of County Commissioners 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 with all decisions being made based upon what Gadsden County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Gadsden County further reserves the right to increase or decrease quantities as may be required to meet the needs of Gadsden County, at the unit price which was bid.

- **Gadsden 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.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate**
- **Gadsden County strictly enforces open and fair competition**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at 850-875-7243 or 850-627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Gadsden COUNTY

BID TABULATION FORM

BID TITLE: CR 161 A Dogtown Road SCOP **BID NUMBER:** 26-02 **OPENING DATE:** 11/6/2025 **TIME OF OPENING:** 3:30 PM	**OPENED BY:** Chara Villegas, Fiscal Assistant **TABULATED BY:** Pheshe Bennett, Budget Manager **VERIFIED BY:** Tommy Johns, Project Engineer

BIDDER LIST	BASE BID AMOUNT	Bid Bond	Alternate	SUB-CONTRACTOR
Peavy & Son Construction Co. 39 Schwall Road Havana, FL 32333	$1,053,246.65	Yes	N/A	Yes
CWR Contracting, Inc 3660 Hartsfield Road Tallahassee, FL 32303	$1,269,343.13	Yes	N/A	Yes
Roberts & Roberts 1538 Metropolitan Boulevard Tallahassee, FL 32308	$1,217,699.82	Yes	N/A	Yes
Capital Asphalt 1330 Capital Circle NE Tallahassee, FL 32308	$1,187,051.85	Yes	N/A	Yes
Gulf Coast Utility Contractors, LLC 13938 Highway 77 Panama City, FL 32409	$1,724,796.80	Yes	N/A	Yes

BID No. 26-03 Adjourn at : **3:40 PM**

Disclaimer: Bid tabulations are the results of vendors who responded to the bids and/or quotes listed. Totals listed on the bid tabulation are for comparison only. Bids will be evaluated for completeness and compliance with specifications by the Purchasing Department and the employing department. The tabulations do not represent a notice of award but only of the bids received.

Gadsden County Board of County Commissioners

Management Services Department

Sign In Sheet

ITB Name: 26-02 CR161A Dogtown Road
ITB No: 26-02
Open Bid Meeting Date & Time: Monday, November 06, 2025 @ 3:30 PM (EST)
Location: Gadsden County Board of County Commissioners

Name	Company/Title	Phone or Email
Latysha Perkins	GCPW	(850) 764-3185
Myra Mitchell	CAJ	850-574-3742
Gavin Davis	CWB	850-815-8866
Ellsworth Vi Blyden	PENNY & SON	(850) 545-6310
Magnus D Penny	Penny	850 933-8643
Joseph Shuler	Roberts and Roberts	850-508-6467
Agnes Dickson	WSB	850-518-0710
Dana Davis	WSB	850-766-8513
Tommy Johns	AHE	850-596-1510
Chara Villegas	GCBOCC	850-875-7243
Theshe Bennett	GCBCC	(850) 627-4053

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

FPN: 451773-1-54-01	Fund: SCRA Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No: 50 - Gadsden	Contract No: G3F61	Vendor No: F596000616001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 07/24/2025 | 8:43 AM EDT (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, ("Department"), and Gadsden 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 161A Dogtown Road 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.

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 $1,692,780. 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 $1,692,780 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

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 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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

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.

Docusign Envelope ID: 2A28278B-570E-4032-83A4-C510DDA36A3B

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Gadsden County Board of County Commissioners

By: Eric Hinson
Name: Eric Hinson
Title: Chairman

Attest: Nicholas Thomas, Clerk

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

By: DocuSigned by: Colby Cleveland
Name: Colby Cleveland, P.E.
Title: Interim Director of Transportation Development

Legal Review:
By: DocuSigned by: Kristy Kirkland
Name: Kristy Kirkland

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 451773-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Gadsden 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: 2.090 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI services of the widening and resurfacing of CR 161A from CR 161 Point Milligan Road to CR 159 Salem Road. This project will include widening and resurfacing to two 11' travel lanes. Drainage improvements will include driveway side drain pipes and mitered end sections. Replacement of signage and RPM's will take place as necessary. New thermoplastic stiping will be included. 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 herby 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.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Gadsden County Board of County Commissioners 9-B East Jefferson Street PO Box 1799 Quincy, Florida 32353	451773-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: 2026	Maximum Department Participation (Small County Road Assistance Pgm)	$1,692,780.00	$	$1,692,780.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,692,780.00 100.00%	$ 0.00 %	$1,692,780.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,692,780.00	$ 0.00	$1,692,780.00	

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
625DDD1C42E7475...
Signature

07/21/2025 | 9:53 AM EDT
Date

Docusign Envelope ID: 2A28278B-570E-4032-83A4-C510DDA36A3B

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 Gadsden County Board of County Commissioners

PROJECT DESCRIPTION:CR 161A Dogtown Road from CR 161 Point Milligan Road to CR 159 Salem Road

FPID#: 451773-1-54-01

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: _____

Docusign Envelope ID: 2A28278B-570E-4032-83A4-C510DDA36A3B

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: 2A28278B-570E-4032-83A4-C510DDA36A3B

RESOLUTION NO.: 2025- 035

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE *"SMALL COUNTY ROAD ASSISTANCE PROGRAM"* Agreement.

WHEREAS, Gadsden County, Florida has requested the State of Florida Department of Transportation for financial assistance for the construction of ***Dogtown Road***; and

WHEREAS; the State of Florida has agreed to such request, and the Financial Project is: *451773-1-54-01;* and

WHEREAS, the State of Florida, Department of Transportation, has requested that Gadsden County enter into a ***"Small County Road Assistance Program Agreement"***, attached hereto; and

WHEREAS, the ***"Small County Road Assistance Program"*** requires that a Resolution be passed by the Board of County Commissioners of Gadsden County, Florida, authorizing the Chairman, or other approved Commissioner, to execute and enter into the ***"Small County Assistance Road Program Agreement"***, as attached hereto.

NOW THEREFORE BE IT RESOLVED BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:

The Chairman or Vice-Chairman of the Board of County Commissioners of Gadsden County, Florida, is authorized to enter and execute the ***"Small County Assistance Road Program*** Agreement attached hereto.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this 17th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

Eric Hinson, Chairman

ATTEST:

Adriana Quijada Deputy
NICHOLAS THOMAS
CLERK OF COURT

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

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.

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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.*

---

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.

Docusign Envelope ID: 2A28278B-570E-4032-83A4-C510DDA36A3B

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:** $1,692,780.00

*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

Docusign Envelope ID: 2A28278B-570E-4032-83A4-C510DDA36A3B

To: Vickie.Kent@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3F61

7/15/2025

CONTRACT INFORMATION

Contract:	G3F61
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	GADSDEN BOARD COMMISSIONERS
Vendor ID:	F596000616001
Beginning Date of This Agreement:	07/14/2025
Ending Date of This Agreement:	10/31/2026
Contract Total/Budgetary Ceiling:	ct = $1,692,780.00
Description:	CR 161A Dogtown Road Widening and Resurfacing Project

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/15/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55034010307
Expansion Option:	AE
Object Code:	751000
Amount:	$1,692,780.00
Financial Project:	45177315401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	085575/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,692,780.00

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:

Owner: Gadsden County

Owner's Contract No.:

Engineer: Alday-Howell Engineering, Inc.

Engineer's Project No.: 24-006

Project: CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

Contract Name: CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

Bidder: Peavy and Son Construction Co.

Bidder's Address: PO Box 2369 Havana, Florida 32333

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 6, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
The Project consists of approximately 4,031 tons of asphalt pavement, 6,671 square yards of base, and 50 mitered end sections.

The Contract Price of the awarded Contract is: $ One Million, Fifty-Three Thousand, Two Hundred Forty-Six & 65/100 Dollars ($1,053,246.65) *[note if subject to unit prices, or cost-plus]*

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Gadsden County

Authorized Signature

By:

Title:

Copy: Engineer

Board of County Commissioners
Agenda Request

Date of Meeting:	September 2, 2025
Date Submitted:	August 20, 2025
To:	Honorable Chairman and Members of the Board
From:	Reginald James, Interim County Administrator Curtis Young, Public Works Director
Subject:	Approval of CEI Task Work Order for Dogtown Road (CR 161A) Widening and Resurfacing

Statement of Issue:

This agenda item seeks Board approval of the CEI task order allowing AE Engineering, Inc. DBA WSB, LLC. to provide full CEI services for Dogtown Road Widening and Resurfacing Project.

Background:

On December 16, 2022, the Board approved the current contract with WSB, Inc. to provide continuing services on multiple projects. AE Engineering, Inc. DBA WSB LLC. will provide full CEI Services as per the executed Continuing Service Agreement for the widening and resurfacing of CR 161A from CR 161A Point Milligan Road to CR 159 Salem Road through FDOT funded Small County Road Assistance Program (SCRAP).

Analysis:

(FDOT) Florida Department of Transportation has approved funding for Gadsden County to move forward with hiring the CEI for Dogtown Road Project FPID #: 451773-1-54-01.

Fiscal Impact:

The project will be funded by FDOT LAP Project- Local Agency Project). This project will have no fiscal impact on the County.

Options:

1. Approve the CEI Task Order and allow the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Dog Town Road Task Order

wsb

WSB Work Authorization

WORK AUTHORIZATION NO. 5 – DOGTOWN ROAD (SCRAP)

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

Project Name: Dogtown Road (CR 161A) - Widening and Resurfacing

Project FPID #: 451773-1-54-01

A. Summary of Services to be rendered: Provide Full CEI Services as per the executed Continuing Service Agreement dated 12-16-2022 for the widening and resurfacing of Dogtown Rd. from CR 161 Point Milligan Road to CR 159 Salem Road for the FDOT funded Small County Road Assistance Program (SCRAP).

B. Project Cost (Not to Exceed): $169,278.00

C. Project Schedule: Previous CEI Standard Hourly Rate chart agreement.

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

County Coordinator or Designee
Gadsden County Public Works
9 East Jefferson Street
Quincy, FL 32353-1799
Phone: (850) 875-8672
Fax: N/A
cyoung@gadsdencountyfl.gov

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

Christopher Morris

Christopher Morris
Project Administrator
WSB, LLC.

Date: 8-19-25

Eric Hinson
Gadsden County - Chairman
Board of County Commissioners

Date: 9-2-25

Attest:
Nicholas Thomas, Clerk

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

THIS AGREEMENT is by and between Gadsden County BOCC ("Owner") and Peavy and Son Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Alday-Howell Engineering, Inc..

3.02 The Owner has retained Alday-Howell Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $N/A.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Price
0101-1	MOBILIZATION	LS	1	$50,000.00	$50,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	1	$10,000.00	$10,000.00
0110-1-1	CLEARING AND GRUBBING	AC	7.195	$1,000.00	$7,195.00
0110-7-1	MAILBOX, F&I, SINGLE	EA	3	$150.00	$450.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	1206.2	$12.00	$14,474.40
0120-4	SUBSOIL EXCAVATION	CY	186.6	$20.00	$3,732.00
0120-71	REGULAR EXCAVATION (3R PROJECTS ONLY)	LS	1	$5,000.00	$5,000.00
0160-4	TYPE B STABILIZATION	SY	1544.43	$5.00	$7,722.15
0285-701	OPTIONAL BASE GROUP 1	SY	315	$18.00	$5,670.00
0285-706	OPTIONAL BASE GROUP 6	SY	6356	$18.00	$114,408.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	2198.5	$155.00	$340,767.50
0337-7-80	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC B, PG 76-22	TN	1832.1	$155.00	$283,975.50
0430-94-1	DESILTING PIPE, 0 - 24"	LF	396	$4.00	$1,584.00
0430-984-121	MITERED END SECTION, ROUND 12" SD	EA	4	$1,500.00	$6,000.00
0430-984-125	MITERED END SECTION, ROUND 18" SD	EA	30	$1,800.00	$54,000.00
0430-984-129	MITERED END SECTION, ROUND 24" SD	EA	16	$2,000.00	$32,000.00
0570-1-1	PERFORMANCE TURF	SY	21526	$1.50	$32,289.00

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570-1-2	PERFORMANCE TURF, SOD	SY	6269	$3.00	$18,807.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	AS	7	$577.50	$4,042.50
0700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	AS	7	$80.00	$560.00
0705-10-2	OBJECT MARKER, TYPE 2	EA	8	$185.00	$1,480.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	476	$5.00	$2,380.00
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$12,600.00	$12,600.00
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	12	$27.00	$324.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	4.118	$6,050.00	$24,913.90
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.662	$6,050.00	$16,105.10
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.954	$2,900.00	$2,766.60
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)				**$1,053,246.65**	

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $1,053,246.65.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

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previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

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

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

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 9 to 11, inclusive).
3. Payment bond (pages 12 to 14, inclusive).
4. Other bonds.
   a. N/A
5. General Conditions (pages 15 to 86, inclusive).
6. Supplementary Conditions (pages 87 to 92, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: ROADWAY PLANS, FINANCIAL PROJECT ID 451773-1-54-01, CR 161A (DOGTOWN RD) FROM CR 161 (POINT MILLIGAN RD) TO CR 159 (SALEM RD) [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers N/A).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 93 to 111, inclusive).

NOTE(S) TO USER:

1. *As noted in the introduction to this Agreement, in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents. Include Contractor's Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.*
2. *List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.*

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.

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b. Work Change Directives.

c. Change Orders.

d. Field Orders.

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

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Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 12/1/15 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	PEAVY AND SON Construction Co., Inc
By: _____	By: [signature]
Title: _____	Title: Vice President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: [signature]

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Title:	Title: Estimator / Project Manager
Address for giving notices:	Address for giving notices: 39 Schwall Rd. Havana, Florida 32333
	License No.: CVC 056755 (where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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RESOLUTION No: 2025-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY FLORIDA, AUTHORIZING THE CHAIRMAN OR VICE CHAIR OF THE BOARD OF COUNTY COMMISIONERS TO EXECUTE AND ENTER INTO AN AGREEMENT AND ALL GRANT DOCUMENTS FOR THE CONSTRUCTION AND CEI SERVICES FOR THE "SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT" (FPN:451773-1-54-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HEREBY AUTHORIZE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY WITH CHAIRMAN OR VICE-CHAIRMAN TO SIGN ON ITS BEHALF.

WHEREAS, Gadsden County, Florida (County), has requested the State of Florida Department of Transportation, (FDOT) for financial assistance through their "Small County Road Assistance Program Agreement" for the purpose of widening and resurfacing project for **CR 161A DOGTOWN ROAD FROM CR 161 POINT MILLIGAN RD TO CR 159 SALEM RD; and**

WHEREAS, The State of Florida, Department of Transportation has requested that Gadsden County enter a **"Small County Road Assistance Program" (SCRAP)**, attached hereto; **and**

WHEREAS, FDOT requires that a resolution be passed by the Board of County Commissioners of Gadsden County, Florida in support of the **FPN: 451773-1-54-01**, authorizing the Chairman, or other approved Commissioner, to execute and enter the **"Small County Road Assistance Program Agreement"**, as attached hereto.

NOW, THEREFORE, BE RESOLVED, BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:

The County authorize its Chairman or Vice-Chairman of the Board of County Commissioners of Gadsden County, Florida to enter and execute the **"Small County Road Assistance Program Agreement"** attached hereto. To ensure that all documents pertaining to the grant agreement are timely executed, the Board of County Commissioners approve this Resolution authorizing the Public Works Director to administer the grant and execute any subsequent reports, forms or documents required by the grant on the County's behalf.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this__day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

By: _____
Eric F. Hinson, CHAIRMAN

ATTEST:

_____
Nicholas Thomas, Clerk of Circuit Court

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	Gadsden County	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Alday-Howell Engineering, Inc.	Engineer's Project No.:	24-006
Project:	CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)	Contract Name: CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd) Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner: Gadsden County BOCC

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

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

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

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

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

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

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

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

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

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

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

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

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

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

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

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

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

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

D. *Defective*:

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

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

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

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

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

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

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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

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

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

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

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5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

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

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

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

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

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

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

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

   d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

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

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

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

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

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

2. claims for damages insured by reasonably available personal injury liability coverage.

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

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

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

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

4) it is not objectionable to Owner.

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

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

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

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

a. shall certify that the proposed substitute item will:

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

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

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

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions In Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

   1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:		Statutory
Federal, if applicable (e.g., Longshoreman's):		Statutory
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	$	$500,000
Bodily injury by disease, aggregate	$	$500,000

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Employer's Liability:

Bodily injury, each accident	$ $500,000
Bodily injury by disease, each employee	$ $500,000
Bodily injury/disease aggregate	$ $500,000

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: $ $500,000

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$ $2,000,000
Products - Completed Operations Aggregate	$ $1,000,000
Personal and Advertising Injury	$ $1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ $1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	$ $1,000,000
Each accident	$ $1,000,000

Property Damage:

Each accident	$ $1,000,000
[or]	
Combined Single Limit of	$

4. Excess or Umbrella Liability:

Per Occurrence	$ $1,000,000
General Aggregate	$ $1,000,000

L. To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of

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Transportation, and its 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 contractor and persons employed or utilized by contractor in the performance of this Contract. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

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c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

   a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

   a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field

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Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

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C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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PEAVY & SON CONSTRUCTION DOGTOWN RD. BID

COPY

PEAVY & SON CONSTRUCTION CO. ASPHALT PAVING HAULING. SITE DEVELOPMENT. EXCAVATION 850 639 5019

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Purchasing Office, Gadsden County

Edward J. Butler Governmental Complex

5-B East Jefferson Street, Quincy, FL 32351

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	10/15/2025

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

EJCDC® C-410, Bid Form for Construction Contracts.
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and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

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

UNIT PRICE WORK - ROADWAY COMPONENT					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0101-1	MOBILIZATION	LS	1	$50,000.00	$50,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	1	$10,000.00	$10,000.00
0110-1-1	CLEARING & GRUBBING	AC	7.195	$1,000.00	$7,195.00
0110-7-1	MAILBOX, F&I, SINGLE	EA	3	$150.00	$450.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	1206.2	$12.00	$14,474.40
0120-4	SUBSOIL EXCAVATION	CY	186.6	$20.00	$3,732.00
0120-71	REGULAR EXCAVATION (3R PROJECTS ONLY)	LS	1	$5,000.00	$5,000.00
0160-4	TYPE B STABILIZATION	SY	1544.43	$5.00	$7,722.15
0285-701	OPTIONAL BASE GROUP 1	SY	315	$18.00	$5,670.00
0285-706	OPTIONAL BASE GROUP 6	SY	6356	$18.00	$114,408.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	2198.5	$155.00	$340,767.50
0337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC D, FC-9.5, PG 76-22	TN	1832.1	$155.00	283,975.50
0430-94-1	DESILTING PIPE, 0 - 24"	LF	396	$4.00	$1,584.00
0430-984-121	MITERED END SECTION, OPTIONAL ROUND, 12" SD	EA	4	$1,500.00	$6,000.00
0430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	30	$1,800.00	$54,000.00
0430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	16	$2,000.00	$32,000.00
0570-1-1	PERFORMANCE TURF	SY	21526	$1.50	$32,289.00
0570-1-2	PERFORMANCE TURF, SOD	SY	6269	$3.00	$18,807.00
ROADWAY COMPONENT SUB-TOTAL OF ALL UNIT PRICE BID ITEMS					$ 988,074.55

UNIT PRICE WORK - SIGNING & PAVEMENT MARKING COMPONENT					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0700-1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	7	$577.50	$4,042.50
0700-1600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	7	$80.00	$560.00
0705-10-2	OBJECT MARKER, TYPE 2	EA	8	$185.00	$1,480.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	476	$5.00	$2,380.00
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$12,600.00	$12,600.00
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	12	$27.00	$324.00
0711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	4.110	$6,050.00	$24,913.90
0711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	2.662	$6,050.00	$16,105.10
0711-16-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	0.954	$2,900.00	$2,766.60
SIGNING & PAVEMENT MARKING COMPONENT SUB-TOTAL OF ALL UNIT PRICE BID ITEMS					$ 65,172.10

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Notes to Bidders

5.02 The project will be awarded based on the lowest Total Bid Price.

5.03 See Sheet 5 General Notes of the Roadway Plans for Pay Item notes.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 1,053,246.65

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CUC 056755 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

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

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Peavy & Son Construction Co., Inc

By:
[Signature] M. D. Peavy IV

[Printed name] M. D. Peavy IV - Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Ensworth Blyden

[Printed name] Ensworth Blyden

Title: Estimator/Project Manager

Submittal Date: 11/5/2025

Address for giving notices:

Peavy & Son Construction, Inc.
39 Schwall Rd.
Havana, Florida 32333

Telephone Number: (850)539-5019

Fax Number: (850)539-6669

Contact Name and e-mail address: Ensworth Blyden
ensworth@peavyandson.com

Bidder's License No.: CUC 056755
(where applicable)

***NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.*

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BID BOND

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

BIDDER *(Name and Address)*.
Peavy & Son Construction Co., Inc.
PO Box 2369
Havana, FL 32333

SURETY *(Name and Address of Principal Place of Business)*:
Travelers Casually and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER *(Name and Address)*.
Gadsden County
9 E Jefferson Street,
Quincy, FL 32353

BID
Bid Due Date: 11/6/2025
CR 161A (Dogtown Road) – From CR 161 (Point Milligan Rd) to CR 159 (Salem Rd)

BOND
Bond Number: Bid Bond
Date *(Not earlier than Bid due date)*: 11/6/2025
Penal sum Five percent of the amount bid (Words) $ 5% of the amount bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Peavy & Son Construction Co., Inc. (Seal)	Travelers Casually and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Print Name	Kevin R Wojtowicz Print Name
Title	Attorney-in-Fact Title
Attest: Signature	Attest: Signature
Title	Amy Scott, Witness Title

Note. Above addresses are to be used for giving any required notice. Provide execution by any additional

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parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

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

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **6th** day of **November**, **2025**

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PEAVY & SON CONSTRUCTION CO.
ASPHALT PAVING
HAULING. SITE DEVELOPMENT. EXCAVATION
850 539 5019

REQUIRED BID ITEMS

(B) LIST OF PROPOSED SUBCONTRACTORS

Bobs Barricades – MOT Devices

Emerald Coast Striping – Permanent Signs, Traffic Paint & Thermoplastic

Big Island Construction – Straight Endwalls and Mitered Ends

Delacy Farm Sod – Grassing Items

(C) LIST OF PROPOSED SUPPLIERS

Core and Main – Pipe Materials

JH Dowling – Erosion control Materials, Various FDOT Certified Materials

Stones – Mail Boxes Minor Construction Items

Anderson-Columbia – Asphalt

(D) LIST OF PROJECT REFERENCES

Tom Justice – FDOT Project Manager at Midway Operations

Jennifer Magavero – City of Tallahassee Construction Chief

Andrew Riley – Leon County Public Works Projects Manager

Mike King -Wakulla County Project Manager

(E) EVIDENCE OF AUTHORITY TO DO BUSINESS IN FLORIDA

Attached

(G) BIDDER QUALIFICATION STATEMENT

Peavy & Son Construction Co., Inc.
Schedule of Completed Contracts
For the Three Years Ended 12/31/2024

Contract Number	Contract Description	Dollar Amount of Work Performed	Class of Work	Year Completed	Where Located City / County	Name and Address of Official to Whom You Refer
830201	Wakulla Gardens Sewer Ph3	931,954	10	2024	Crawfrodville, FL	Jonathan Connely - North Florida Construction
830607	Jefferson Co. Rd Bond Paving	1,750,426	10,14	2024	Monticello, FL	Shannon Metty - Jefferson County PW Director
830810	Smith Creek Rd/Sopchoppy/Wak.	3,315,857	10,14,	2024	Sopchoppy, FL	Glenn Roberts - AECOM Engineers
840305	2019 Leon Co. (Atpb) Cont Ph 2	409,590	10	2024	Tallahassee, Florida	Andrew Reiley - Leon County Public Works
840406	City Of Perry Streets 2024	1,206,324	10,14	2024	Perry, Florida	Danielle Ondash - City of Perry
-	Miscellaneous Paving, Grading and Materials Sales	1,779,386	14, 40	2024		
		$ 9,393,537				
100100	Trade Sales Non-tax Agencies	338,820	Material Sales	2023	Tallahassee/Leon	Various
360722	Fleischmann Road	293,771	10, 28, 14	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
361423	Crestview Avenue	385,011	10, 14, 28	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
361723	COT / Cantrell 5365	232,968	40 (Utilities)	2023	Tallahassee/Leon	Hank Stringer - City of Tallahassee
820312	Lighthouse Road Resurfacing	1,175,876	10, 14	2023	St. Marks, Wakulla	Rusty Paggott - St. Marks
830101	FDOT / SR369 (US319) : T3701 WAKC	363,788	10, 14	2023	Crawfordville, Wakulla	Gene Strictland - Anderson-Columbia
830303	FDOT / I-10 Jefferson Co. / T3802	1,507,944	10, 14,	2023	Jefferson County	Dilon Reed - Anderson-Columbia
830403	Martin Luther King Jr. Blvd	1,481,977	10, 14, 7	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
830504	CR61 Wakulla Springs Road	1,048,097	10, 14, 7	2023	Wakulla County	Mike King - Wakulla County Road Department
830709	Lonnie Raker Lane	495,154	10, 14, 7	2023	Crawfordville, Wakulla	Mike King - Wakulla County Road Department
-	Miscellaneous Paving, Grading and Materials Sales	1,403,260	14, 40	2023		
		$ 8,726,666				
810202	FDOT/SR63(US27)N.MONROE	$ 3,752,799	7,11,12,13,14,18,28,39,40	2022	Leon County	FDOT

810610	FDOT 'SR30(US98)/T3771 WAKULLA	4,479,125	7,11,12,13,14,18,28,40	2022	Wakulla County	17 Commerce Blvd, Midway, FL 32343 FDOT 17 Commerce Blvd, Midway, FL 32343
-	Miscellaneous Paving, Grading and Materials Sales	5,830,254	14, 40	2022		
		$ 14,062,178				
		#REF!				

State of Florida
Department of State

I certify from the records of this office that PEAVY & SON CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on July 1, 1974.

The document number of this corporation is 455784.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, 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 Twenty-sixth day of June, 2019



Secretary of State

Tracking Number: 825221102CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05, 2025

PEAVY & SON CONSTRUCTION CO., INC.
39 SCHWALL ROAD
HAVANA, FLORIDA 32333

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, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2026.

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://fdotwp1.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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEAVY, MAGNUS DELACY IV

PEAVY & SON CONSTRUCTION CO INC
39 Schwall R P.O. BOX 2369
HAVANA FL 32333

LICENSE NUMBER: CUC056755

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/21/2024

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.

E-Verify

Company ID Number: 389056

North American Industry Classification Systems Code	237
Administrator	
Number of Employees	100 to 499
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lisa S Weaver		
Telephone Number	(850) 539-5019	Fax Number	(850) 539-7491
E-mail Address	lisaweaver@navyfcu.org		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

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

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

PRODUCER Sihle Insurance Group, Inc. 1700 West Main Street, Suite 300 Pensacola FL 32502	CONTACT NAME: Stephanie Dombrow PHONE (A/C, No, Ext): 850-332-5458 FAX (A/C, No): 850-607-2060 E-MAIL ADDRESS: sdombrow@sihle.com
INSURED PEAVSON-01 Peavy & Son Construction Co., Inc. P.O. Box 2369 Havana FL 32333	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Great American Insurance Company — 16691 INSURER B: The Hanover Insurance Company — 22292 INSURER C: BITCO National Insurance Company — 20109 INSURER D: BITCO General Insurance Corporation — 20095 INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 1245083414 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			CLP 3 759 847	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CAP 3 759 848	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			TUU2061781 08	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 3 759 846	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B	Contractors Equipment			IHJ-D212883-08	7/1/2025	7/1/2026	Leased/Rented Equip	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder may be included as Additional Insured as respects General Liability coverage when required by written contract. A Waiver of Subrogation applies in favor of same when required by written contract.

CERTIFICATE HOLDER

For Bid Purposes only
Please contact Agent listed above for current information

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 16, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Directors

Subject: **Approval of Bid Award to Peavy & Son Construction Co. for Providence Rd resurfacing project.**

Statement of Issue:
This agenda item seeks Board approval to award the Bid Award to Peavy & Son Construction Co. for the Providence Rd resurfacing, the apparent lower bid, in amount of $1,761,373.00.

Background:
This proposed project is for the Construction and CEI services of the resurfacing of CR 274 Providence Road from CR 65A Juniper Creek Rd to SR 65 Hosford Highway. The project will include widening and resurfacing to two 12' travel lane and 6' shoulders. Side drain replacement will be constructed, where needed, as well as updated signage and pavement markings. All work will be completed within the existing right-of-way.

On November 6, 2025, the county accepted bids from qualified Contractors to complete the construction project. A total of (5) bids were received ranging from $2,855,488.30 to $1,761,373.00. Peavy & Son Construction Co. was the lowest bidder with the total bid of $1,761,373.00.

Analysis:
Staff reviewed the bids for compliance with the requirements for the advertisement. The submittal is considered responsive. A copy of the detailed tabulation is provided with the agenda item. Staff is seeking approval to allow the commencement of the construction phase of the project.

Fiscal Impact:
This project will be funded by FDOT SCOP (Small County Program). This project will have no fiscal on the County.

Options:
1. Approve the Bid Award to Peavy & Son Construction Co. for resurfacing of CR 274 Providence Road from CR 65A Juniper Creek Rd to SR 65 Hosford Highway in amount of $1, 053, 246.65 and allow the Chairman to sign all related documents
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:
Option 1

Attachments:
Letter of Recommendation
Bid Report ITB 26-02
Contract
Resolution No. 2025-
Notice of Award
Notice to Proceed

Alday-Howell ENGINEERING, INC.

Civil Engineering
Site and Subdivision Design
Environmental Permitting
Land Use Planning

November 10, 2025

Gadsden County Board of County Commissioners
9-B East Jefferson Street.
Quincy, FL 32353
Attn: Curtis Young, Public Works Director

Re: Recommendation to Award
CR 274 (Providence Road)
FDOT FPID #: 451777-1-54-01
AHE Project #: 23-015

Dear Mr. Young,

We received bids for the subject project on Thursday, November 6, 2025, at 3:45 pm. The Project consists of approximately 5,602 tons of asphalt pavement, 9,896 square yards of base, and 352 LF of drainage pipe (side and cross drains), with 106 mitered end sections.

Five (5) contractors submitted bids for the subject project. After review of all prices to correspond with the respective unit prices as governed in Article 13.02 *Unit Price* Section C. of the C-200, Instructions to Bidders which states, "Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices", Peavy and Son Construction Co. submitted the lowest overall qualified bid of $1,767,973.00. Therefore, we recommend the County award the contract to Peavy and Son Construction Co.

Attached please find the following:

1. Prepared Bid Tabulation
2. Notice of Award
3. Peavy and Son Construction Co. Bid

If you have any questions or comments, please feel free to contact me.

Sincerely,
Alday-Howell Engineering, Inc.

Tommy Johns, PE

Mailing Address
Post Office Box 494
Marianna, FL 32447

Marianna Office
3017 Highway 71 North
Marianna, FL 32446
info@aldayhowell.com
Ph: (850) 526-2040
Fax: (850) 526-4740

Crestview Office
4100 S. Ferdon Blvd, Ste B2
Crestview, FL 32536
crestview@aldayhowell.com
Ph: (850) 634-6084

BID TABULATION

Gadsden County, FL
CR 274 (Providence Road) - SCOP Project
FPID 451777-1-54-01 / ITB 26-03
AHE JOB NO: 23-015

Bid Date: 6-Nov-25 Time: 3:45 PM EST

	Bidder's Name		Total Bid Price
1	CWR	Corrected Bid Price per Verification = $2,133,184.44	~~$2,146,445.61~~
2	Roberts > Roberts		$1,858,494.39
3	GCUC		$2,865,988.30
4	Capital Asphalt	Corrected Bid Price per Verification = $2,756,518.80	~~$2,758,918.30~~
5	Peavy > Son	Low Bid	$1,767,973.00
6			
7			
8			
9			
10			

Read By: _____ Witnessed By: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:
Owner: Gadsden County
Engineer: Alday-Howell Engineering, Inc.
Project: CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)
Bidder: Peavy and Son Construction Co.

Owner's Contract No.:
Engineer's Project No.: 23-015

Contract Name: CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)

Bidder's Address: PO Box 2369 Havana, Florida 32333

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 6, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
The project consists of approximately 5,602 tons of asphalt pavement, 9,896 square yards of base, and 352 LF of drainage pipe (side and cross drains), with 106 mitered end sections.

The Contract Price of the awarded Contract is: $ One Million, Seven Hundred Sixty-Seven Thousand, Nine Hundred Seventy-Three Dollars ($1,767,973.00) *[note if subject to unit prices, or cost-plus]*

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Gadsden County

Authorized Signature

By:

Title:

Copy: Engineer

PEAVY & SON CONSTRUCTION PROVIDENCE RD. BID

COPY



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Curtis Young, Public Works Director, Gadsden County

9 E Jefferson Street, Quincy, FL 32351

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	10/15/25

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

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and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

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

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

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

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

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UNIT PRICE WORK - ROADWAY COMPONENT					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0101-1	MOBILIZATION	LS	1	$50,000.00	$50,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	1	$10,000.00	$10,000.00
0104-10-3	SEDIMENT BARRIER	LF	582	$3.00	$1,746.00
0104-11	FLOATING TURBIDITY BARRIER	LF	60	$15.00	$900.00
0110-1-1	CLEARING & GRUBBING	AC	5.67	$1,000.00	$5,670.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	16	$20.00	$320.00
0110-7-1	MAILBOX, F&I, SINGLE	EA	27	$150.00	$4,050.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	8964.1	$20.00	$179,282.00
0120-4	SUBSOIL EXCAVATION	CY	39	$20.00	$780.00
0120-71	REGULAR EXCAVATION (3R PROJECTS ONLY)	LS	1	$10,000.00	$10,000.00
0160-4	TYPE B STABILIZATION	SY	1938	$6.00	$11,628.00
0285-701	OPTIONAL BASE GROUP 1	SY	525	$18.00	$9,450.00
0285-706	OPTIONAL BASE GROUP 6	SY	9371	$18.00	168,678.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	3169.9	$155.00	$491,334.50
0337-7-80	ASHPALT CONCRETE FRICTION COURSE, TRAFFIC B, PG 76-22	TN	2432.0	$155.00	$376,960.00
0430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18" SD	LF	196	$110.00	$21,560.00
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	52	$145.00	$7,540.00
0430-175-142	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 42" S/CD	LF	104	$270.00	$28,080.00
0430-542-200	STRAIGHT CONCRETE ENDWALLS, 42, DOUBLE, 0 DEGREES, ROUND	EA	2	$16,000.00	$32,000.00
0430-984-123	MITERED END SECTION, ROUND, 15" SD\CD	EA	2	$2,000.00	$4,000.00
0430-984-125	MITERED END SECTION, ROUND, 18" SD\CD	EA	86	$2,000.00	$172,000.00
0430-984-129	MITERED END SECTION, ROUND, 24" SD	EA	18	$2,100.00	$37,800.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	15	$100.00	$1,500.00
0570-1-1	PERFORMANCE TURF	SY	17489	$1.50	$26,233.50
0570-1-2	PERFORMANCE TURF, SOD	SY	10876	$3.00	$32,628.00
ROADWAY COMPONENT SUB-TOTAL OF ALL UNIT PRICE BID ITEMS				$ 1,684,140.00	

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UNIT PRICE WORK - SIGNING & PAVEMENT MARKING COMPONENT					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0546-71-1	RAISED RUMBLE STRIP SET-PERMANENT	EA	4	$1,700.00	$6,800.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	AS	4	$600.00	$2,400.00
0700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	AS	2	$80.00	$160.00
0700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	1	$60.00	$60.00
0705-10-2	OBJECT MARKER, TYPE 2	EA	18	$185.00	$3,330.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	484	$5.00	$2,420.00
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$13,750.00	$13,750.00
0711-11-125	THERMOPLASIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	150	$11.00	$1,650.00
0711-16-101	THERMOPLASIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	4.756	$6,000.00	$28,536.00
0711-16-201	THERMOPLASIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.229	$6,000.00	$13,374.00
0711-16-231	THERMOPLASTIC, OTHER SURFACES, YELLOW, SKIP, 6"	GM	1.426	$3,000.00	$4,278.00
0711-17-1	THERMOPLASTIC, REMOVAL	SF	190	$2.50	$474.00
SIGNING & PAVEMENT MARKING COMPONENT SUB-TOTAL OF ALL UNIT PRICE BID ITEMS				$77,233.00	

UNIT PRICE WORK - UTILITY ADJUSTMENT (GADSDEN COUNTY)					
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	BID UNIT PRICE	BID PRICE
0425-6	VALVE BOXES, ADJUST, UTILITIES	EA	6	$1,100.00	$6,600.00
UTILITY ADJUSTMENT (GADSDEN COUNTY) SUB-TOTAL OF ALL UNIT PRICE BID ITEMS				$6,600.00	

Notes to Bidders

5.02 The project will be awarded based on the lowest Total Bid Price.

5.03 See Sheet 5 General Notes of the Roadway Plans for Pay Item notes.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 1,767,973.00

Total Bid (minus Utility Adjustment) = Adjusted Bid Price $ 1,761,373.00

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CUC 056755 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

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

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ARTICLE 9 – BID SUBMITTAL

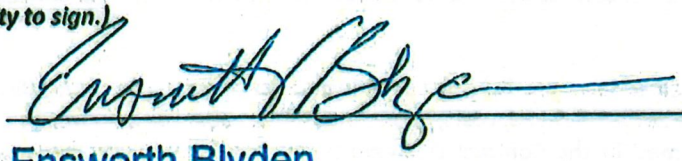
BIDDER: *[Indicate correct name of bidding entity]*

Peavy and Son Construction Co., Inc.

By:
[Signature] 

[Printed name] M.D. Peavy IV - Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] 

[Printed name] Ensworth Blyden

Title: Estimator/Project Manager

Submittal Date: 11/6/2025

Address for giving notices:

Peavy & Son Construction Company, Inc.

39 Schwall Rd.

Havana, Florida 32333

Telephone Number: (850)539-5019

Fax Number: (850)539-6669

Contact Name and e-mail address: Ensworth Blyden

ensworth@peavyandson.com

Bidder's License No.: CUC 056755
(where applicable)

***NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.*

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13.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14 – SUBMITTAL OF BID

14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to [Curtis Young, Public Works Director, Gadsden County, 9 E Jefferson Street, Quincy, FL 32351].

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

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BID BOND

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

BIDDER *(Name and Address)*:
Peavy & Son Construction Co., Inc.
PO Box 2369
Havana, FL 32333

SURETY *(Name and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:
Gadsden County
9 E Jefferson Street,
Quincy, FL 32353

BID
Bid Due Date: 11/6/2025
CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)

BOND
Bond Number: Bid Bond
Date *(Not earlier than Bid due date)*: 11/6/2025
Penal sum Five percent of the amount bid (Words) $ 5% of the amount bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Peavy & Son Construction Co., Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: [signature]	By: [signature]
Signature	Signature (Attach Power of Attorney)
Magnus Delany Peavy III	Kevin R. Wojtowicz
Print Name	Print Name
Vice President	Attorney-In-Fact
Title	Title
Attest: [signature]	Attest: [signature]
Signature	Signature
ESTIMATOR/Project Manager	Amy Scott, Witness
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

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

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **November**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PEAVY & SON CONSTRUCTION CO.
ASPHALT PAVING
HAULING. SITE DEVELOPMENT. EXCAVATION
850 539 5019

REQUIRED BID ITEMS

(B) LIST OF PROPOSED SUBCONTRACTORS

Bobs Barricades – MOT Devices

Emerald Coast Striping – Permanent Signs, Traffic Paint & Thermoplastic

Big Island Construction – Straight Endwalls and Mitered Ends

Delacy Farm Sod – Grassing Items

(C) LIST OF PROPOSED SUPPLIERS

Core and Main – Pipe Materials

JH Dowling – Erosion control Materials, Various FDOT Certified Materials

Stones – Mail Boxes Minor Construction Items

Anderson-Columbia – Asphalt

(D) LIST OF PROJECT REFERENCES

Tom Justice – FDOT Project Manager at Midway Operations

Jennifer Magavero – City of Tallahassee Construction Chief

Andrew Riley – Leon County Public Works Projects Manager

Mike King -Wakulla County Project Manager

(E) EVIDENCE OF AUTHORITY TO DO BUSINESS IN FLORIDA

Attached

(G) BIDDER QUALIFICATION STATEMENT

Peavy & Son Construction Co., Inc.
Schedule of Completed Contracts
For the Three Years Ended 12/31/2024

Contract Number	Contract Description	Dollar Amount of Work Performed	Class of Work	Year Completed	Where Located City / County	Name and Address of Official to Whom You Refer
830201	Wakulla Gardens Sewer Ph3	931,954	10	2024	Crawfrodville, Fl.	Jonathan Connely - North Florida Construction
830607	Jefferson Co. Rd Bond Paving	1,750,426	10,14	2024	Monticello, Fl.	Shannon Metty - Jefferson County PW Director
830810	Smith Creek Rd/Sopchoppy/Wak.	3,315,857	10,14,	2024	Sopchoppy, Fl.	Glenn Roberts - AECOM Engineers
840305	2019 Leon Co. (Atpb) Cont Ph 2	409,590	10	2024	Tallahassee, Florida	Andrew Reiley - Leon County Public Works
840406	City Of Perry Streets 2024	1,206,324	10,14	2024	Perry, Florida	Danielle Ondash - City of Perry
-	Miscellaneous Paving, Grading and Materials Sales	1,779,386	14, 40	2024		
		$ 9,393,537				
100100	Trade Sales Non-tax Agencies	338,820	Material Sales	2023	Tallahassee/Leon	Various
360722	Fleischmann Road	293,771	10, 28, 14	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
361423	Crestview Avenue	385,011	10, 14, 28	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
361723	COT / Cantrell 5365	232,968	40 (Utilities)	2023	Tallahassee/Leon	Hank Stringer - City of Tallahassee
820312	Lighthouse Road Resurfacing	1,175,876	10, 14	2023	St. Marks, Wakulla	Rusty Paggott - St. Marks
830101	FDOT / SR369 (US319) / T3701 / WAKC	363,788	10, 14	2023	Crawfordville, Wakulla	Gene Strictland - Anderson-Columbia
830303	FDOT / I-10 Jefferson Co. / T3802	1,507,944	10, 14,	2023	Jefferson County	Dilon Reed - Anderson-Columbia
830403	Martin Luther King Jr. Blvd	1,481,977	10, 14, 7	2023	Tallahassee/Leon	Jennifer Magavero, City of Tallahassee
830504	CR61 Wakulla Springs Road	1,048,097	10, 14, 7	2023	Wakulla County	Mike King - Wakulla County Road Department
830709	Lonnie Raker Lane	495,154	10, 14, 7	2023	Crawfordville, Wakulla	Mike King - Wakulla County Road Department
-	Miscellaneous Paving, Grading and Materials Sales	1,403,260	14, 40	2023		
		$ 8,726,666				
810202	FDOT/SR63(US27)N.MONROE	$ 3,752,799	7,11,12,13,14,18,28,39,40	2022	Leon County	FDOT

						17 Commerce Blvd, Midway, FL 32343
810610	FDOT/SR30(US98)/T3771/WAKULLA	4,479,125	7,11,12,13,14,18,28,40	2022	Wakulla County	FDOT 17 Commerce Blvd, Midway, FL 32343
-	Miscellaneous Paving, Grading and Materials Sales	5,830,254	14, 40	2022		
		$ 14,062,178				
		#REF!				

State of Florida
Department of State

I certify from the records of this office that PEAVY & SON CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on July 1, 1974.

The document number of this corporation is 455784.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, 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 Twenty-sixth day of June, 2019



Secretary of State

Tracking Number: 825221020CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
JARED W. PERDUE, P.E.
SECRETARY

May 05,2025

PEAVY & SON CONSTRUCTION CO., INC.
39 SCHWALL ROAD
HAVANA, FLORIDA 32333

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, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2026.

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://fdotwp1.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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEAVY, MAGNUS DELACY IV

PEAVY & SON CONSTRUCTION CO INC
39 Schwall R P.O. BOX 2369
HAVANA FL 32333

LICENSE NUMBER: CUC056755

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/21/2024

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.

E-Verify

Company ID Number: 389055

North American Industry Classification Systems Code:	237
Administrator	
Number of Employees	100 to 499
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Lisa S Weaver		
Telephone Number:	(850) 539 - 5019	Fax Number:	(850) 539 - 7541
E-mail Address:	lisaweaver@peavyandsonsconstruction.com		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

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

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

PRODUCER	CONTACT NAME: Stephanie Dombrow
Sihle Insurance Group, Inc. 1700 West Main Street, Suite 300 Pensacola FL 32502	PHONE (A/C, No, Ext): 850-332-5456 FAX (A/C, No): 850-607-2060 E-MAIL ADDRESS: sdombrow@sihle.com

INSURED	PEAVSON-01
Peavy & Son Construction Co., Inc. P.O. Box 2369 Havana FL 32333	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B : The Hanover Insurance Company	22292
INSURER C : BITCO National Insurance Company	20109
INSURER D : BITCO General Insurance Corporation	20095
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1245083414 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			GLP 3 759 847	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			CAP 3 759 848	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR			TUU2061781 08	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 3 759 846	7/1/2025	7/1/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A					E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Contractors Equipment			IHJ-D212883-08	7/1/2025	7/1/2026	Leased/Rented Equip	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder may be included as Additional Insured as respects General Liability coverage when required by written contract. A Waiver of Subrogation applies in favor of same when required by written contract.

CERTIFICATE HOLDER

For Bid Purposes only
Please contact Agent listed above for current information

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BID REPORT
Bid No. 26-03
CR 274 Providence Road

DATE: November 6, 2025

TIME: 3:40 P.M.

PRESENT: Pheshe Bennett, Budget Manager GCBOCC
Chara Villegas, Fiscal Assistant, GCBOCC
Tommy Johns, Alday-Howell Engineering
Dana Davis, WSB
Agnes Denson, WSB
Joseph Shuler, Roberts and Roberts
Ensworth Blyden, Peavy and Sons
Magnus D. Peavy, Peavy and Sons
Gavin Dacus, C.W. Roberts Contracting Inc.
M. Mitchell, Capital Asphalt
Lakysha Perkins, Project Manager, GCBOCC

The following vendors responded to our solicitation for Providence Rd SCOP.

Vendor	Bid Amount
Peavy & Son Construction Co. 39 Schwall Road Havana, FL 32333	See Attached Bid Tabulation
CWR Contracting, Inc 3660 Hartsfield Road Tallahassee, FL 32303	See Attached Bid Tabulation
Roberts & Roberts 1538 Metropolitan Boulevard Tallahassee, FL 32308	See Attached Bid Tabulation
Capital Asphalt 1330 Capital Circle NE Tallahassee, FL 32308	See Attached Bid Tabulation

Vendor	Bid Amount
Gulf Coast Utility Contractors, LLC 13939 Highway 77 Panama City, FL 32409	See Attached Bid Tabulation

The proposals will be reviewed and a recommendation for award will be made to the Board. The Board will award this to the company that best meets the requirements of the specifications in the bid.

The meeting adjourned at 3:50 p.m.

LEGAL ADVERTISEMENT
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

ITB# 26-03 – CR 274 (PROVIDENCE ROAD)

ADVERTISMENT BEGIN DATE: October 2, 2025
RELEASE DATE: October 2, 2025
MANDATORY PRE-BID CONFERENCE: Wednesday, October 15, 2025 @ 10:30 AM
PROPOSALS DUE TO BOCC: Thursday, November 6, 2025 @ 3:00 PM

Sealed proposals will be received at the Gadsden County Purchasing Office, 5B East Jefferson Street, Rm 204, Quincy, FL 32351 until Thursday, November 6, 2025 @ 3:00 PM local time. All proposals will be opened and read aloud on Thursday, November 6, 2025 @ 3:45 PM local time. Proposals received after said time will be returned unopened.

The Project consists of approximately 5,602 tons of asphalt pavement, 9,896 square yards of base, and 352 LF of drainage pipe (side & cross drains), with 106 mitered end sections. The specifications of the procurement are stated in **ITB# 26-03.**

Pre-Bid Meeting will be held at 10:30 AM, Eastern Time, Wednesday, October 15, 2025, at the Public Works Office located at 1284 High Bridge Road, Quincy, Florida 32351.

The ITB# 26-03 and any addendum issued will be posted on the County's website at www.gadsdencountyfl.gov or can be obtained by contacting the County's Procurement Office at procurement@gadsdencountyfl.gov.

A person or affiliate who has been placed on the convicted Respondent 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 a period of 36 months from the date of being placed on the convicted Respondent list.

The Gadsden County Board of County Commissioners 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 with all decisions being made based upon what Gadsden County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Gadsden County further reserves the right to increase or decrease quantities as may be required to meet the needs of Gadsden County, at the unit price which was bid.

- **Gadsden 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.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate**
- **Gadsden County strictly enforces open and fair competition**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at 850-875-7243 or 850-627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Gadsden COUNTY

BID TABULATION FORM

BID TITLE: CR 274 Providence Road SCOP **BID NUMBER:** 26-03 **OPENING DATE:** 11/6/2025 **TIME OF OPENING:** 3:45 PM	**OPENED BY:** Chara Villegas, Fiscal Assistant **TABULATED BY:** Pheshe Bennett, Budget Manager **VERIFIED BY:** Tommy Johns, Project Engineer

BIDDER LIST	BASE BID AMOUNT	Bid Bond	Total Bid Minus Utility Adjustment	SUB-CONTRACTOR
Peavy & Son Construction Co. 39 Schwall Road Havana, FL 32333	$1,767,973.00	Yes	$1,761,373.00	Yes
CWR Contracting, Inc 3660 Hartsfield Road Tallahassee, FL 32303	$2,146,445.61	Yes	$2,140,925.61	Yes
Roberts & Roberts 1538 Metropolitan Boulevard Tallahassee, FL 32308	$1,858,494.39	Yes	$1,853,093.19	Yes
Capital Asphalt 1330 Capital Circle NE Tallahassee, FL 32308	$2,758,918.80	Yes	$2,752,918.80	Yes
Gulf Coast Utility Contractors, LLC 13938 Highway 77 Panama City, FL 32409	$2,865,988.30	Yes	$2,855,488.30	Yes

BID No. 26-03 Adjourn at : **3:50 PM**

Disclaimer: Bid tabulations are the results of vendors who responded to the bids and/or quotes listed. Totals listed on the bid tabulation are for comparison only. Bids will be evaluated for completeness and compliance with specifications by the Purchasing Department and the employing department. The tabulations do not represent a notice of award but only of the bids received.

Gadsden County Board of County Commissioners

Management Services Department

Sign In Sheet

ITB Name: 26-03 CR 274 Providence Road
ITB No: 26-03
Open Bid Meeting Date & Time: Monday, November 06, 2025 @ 3:45 PM (EST)
Location: Gadsden County Board of County Commissioners

Name	Company/Title	Phone or Email
Lakysh Perkins	CEPW	(850) 746-3185
Myra Mitchell	SBJ	574-3743
Gavin Davis	CWR	850-815-2866
Magnus D Peavy	Peavy	850 933-8643
Ensworth V	Peavy	850 595-6310
Joseph Shuler	Roberts and Roberts	850 508.6407
Agnes Denson	WSB	850-518-0710
Dana Davis	WSB	850-766-8513
Tommy Johns	AHE	850-596-1510
Freshe Bennett	GCBOCC	850-627-4653
Clara Villegas	GCBOCC	850-875-7243

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

FPN: 451777-1-54-01	Fund: GRSC Org Code:	FLAIR Category: FLAIR Obj:
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FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No: 50 - Gadsden	Contract No: G3F55	Vendor No: F596000616001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 07/24/2025 | 8:52 AM EDT (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, ("Department"), and Gadsden 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 274 Providence 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 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 $2,732,527. 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 $2,732,527 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

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 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Gadsden County Board of County Commissioners

By: Eric F. Hinson

Name: Eric F. Hinson

Title: Chairman

Attest: Nicholas Thomas, Clerk

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

By: DocuSigned by: Colby Cleveland D1DCA066ED2A411...

Name: Colby Cleveland, P.E.

Title: Interim Director of Transportation Development

Legal Review:

By: DocuSigned by: Kristy Kirkland 140DE2B77CAB4D4...

Name: Kristy Kirkland

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 451777-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Gadsden 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: 2.464 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI Services of the resurfacing of CR 274 Providence Road from CR 65A Huniper Creek Road to SR Hosford Highway. The project will include widening and resurfacing to two 12' travel lanes and 6' shoulders. Sidedrain replacement will be constructed, where needed, as well as updated signage and pavement markings. 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 herby 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.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Gadsden County Board of County Commissioners 9-B East Jefferson Street Quincy, Florida 32353	451777-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: 2026	Maximum Department Participation (Small County Outreach Program)	$2,732,527.00	$	$2,732,527.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$2,732,527.00 100.00%	$ 0.00 %	$2,732,527.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$2,732,527.00	$ 0.00	$2,732,527.00	

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
02508D1C42F7478...
Signature

07/21/2025 | 9:47 AM EDT
Date

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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 Gadsden County Board of County Commissioners

PROJECT DESCRIPTION:CR 274 Providence Road Resurfacing Project

FPID#: 451777-1-54-01

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: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO.: 2025- 038

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE *"SMALL COUNTY OUTREACH PROGRAM"* Agreement.

WHEREAS, Gadsden County, Florida has requested the State of Florida Department of Transportation for financial assistance for the construction of ***Providence Road***; and

WHEREAS; the State of Florida has agreed to such request, and the Financial Project is: *451777-1-54-01;* and

WHEREAS, the State of Florida, Department of Transportation, has requested that Gadsden County enter into a ***"Small County Road Assistance Program Agreement"***, attached hereto; and

WHEREAS, the ***"Small County Outreach Program"*** requires that a Resolution be passed by the Board of County Commissioners of Gadsden County, Florida, authorizing the Chairman, or other approved Commissioner, to execute and enter into the ***"Small County Outreach Program Agreement"***, as attached hereto.

NOW THEREFORE BE IT RESOLVED BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:

The Chairman or Vice-Chairman of the Board of County Commissioners of Gadsden County, Florida, is authorized to enter and execute the ***"Small County Outreach Program*** Agreement attached hereto.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this 17th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

Eric Hinson, Chairman

ATTEST:

Adriana Quijano Deputy
NICHOLAS THOMAS
CLERK OF COURT

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

5025176

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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:

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.

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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.*

---

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:** $2,732,527.00

*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

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To: Vickie.Kent@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3F55

7/15/2025

CONTRACT INFORMATION

Contract:	G3F55
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	GADSDEN BOARD COMMISSIONERS
Vendor ID:	F596000616001
Beginning Date of This Agreement:	07/14/2025
Ending Date of This Agreement:	10/31/2026
Contract Total/Budgetary Ceiling:	ct = $2,732,527.00
Description:	CR 274 Providence Road Resurfacing Project

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/15/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55034010307
Expansion Option:	AF
Object Code:	751000
Amount:	$2,732,527.00
Financial Project:	45177715401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	085576/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $2,732,527.00

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:
Owner: Gadsden County
Engineer: Alday-Howell Engineering, Inc.
Project: CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)
Bidder: Peavy and Son Construction Co.

Owner's Contract No.:
Engineer's Project No.: 23-015

Contract Name: CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)

Bidder's Address: PO Box 2369 Havana, Florida 32333

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 6, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
The project consists of approximately 5,602 tons of asphalt pavement, 9,896 square yards of base, and 352 LF of drainage pipe (side and cross drains), with 106 mitered end sections.

The Contract Price of the awarded Contract is: $ One Million, Seven Hundred Sixty-Seven Thousand, Nine Hundred Seventy-Three Dollars ($1,767,973.00) *[note if subject to unit prices, or cost-plus]*

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Gadsden County

Authorized Signature

By:

Title:

Copy: Engineer

Board of County Commissioners
Agenda Request

Date of Meeting:	September 2, 2025
Date Submitted:	August 20, 2025
To:	Honorable Chairman and Members of the Board
From:	Reginald James, Interim County Administrator Curtis Young, Public Works Director
Subject:	Approval of CEI Task Work Order for Providence Road (CR 274) Widening and Resurfacing

Statement of Issue:

This agenda item seeks Board approval of the CEI task order allowing AE Engineering, Inc. DBA WSB, LLC. to provide full CEI services for Providence Road Widening and Resurfacing Project.

Background:

On December 16, 2022, the Board approved the current contract with WSB, Inc. to provide continuing services on multiple projects. AE Engineering, Inc. DBA WSB LLC. will provide full CEI Services as per the executed Continuing Service Agreement for the widening and resurfacing of CR 274 Providence Road from CR 274 from CR 65A Jupiter Creek Road to SR Hosford Highway through FDOT funded Small County Outreach Program (SCOP).

Analysis:

(FDOT) Florida Department of Transportation has approved funding for Gadsden County to move forward with hiring the CEI for Providence Road Project FPID #: 451777-1-54-01.

Fiscal Impact:

The project will be funded by FDOT LAP Project- Local Agency Project). This project will have no fiscal impact on the County.

Options:

1. Approve the CEI Task Order and allow the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Providence Road Task Order

wsb

WSB Work Authorization

WORK AUTHORIZATION NO. 6 – PROVIDENCE ROAD (SCOP)

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

Project Name: Providence Road (CR 274) – Widening and Resurfacing

Project FPID #:451777-1-54-01

A. Summary of Services to be rendered: Provide Full CEI Services as per the executed Continuing Service Agreement dated 12-16-2022 for the resurfacing of CR 274 Providence Road from CR 65A Juniper Creek Road to SR Hosford Highway.

B. Project Cost (Not to Exceed): $273,252.70

C. Project Schedule: Previous CEI Standard Hourly Rate chart agreement.

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

County Coordinator or Designee
Gadsden County Public Works
9 East Jefferson Street
Quincy, FL 32353-1799
Phone: (850) 875-8672
Fax: N/A
cyoung@gadsdencountyfl.gov

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

Christopher Morris

Christopher Morris
Project Administrator
WSB, LLC.

Date: 8-19-25

Eric Hinson
Gadsden County - Chairman
Board of County Commissioners

Date: 9-2-25

Attest:
Nicholas Thomas, Clerk

Attachments:
Letter of Recommendation
Bid Report ITB 26-02
Contract
Resolution No. 2025-
Notice of Award
Notice to Proceed

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

THIS AGREEMENT is by and between Gadsden County BOCC ("Owner") and Peavy and Son Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Alday-Howell Engineering, Inc..

3.02 The Owner has retained Alday-Howell Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

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requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $N/A.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Price
0101-1	MOBILIZATION	LS	1	$50,000.00	$50,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	1	$10,000.00	$10,000.00
0104-10-3	SEDIMENT BARRIER	LF	582	$3.00	$1,746.00
0104-11	FLOATING TURBIDITY BARRIER	LF	60	$15.00	$900.00
0110-1-1	CLEARING AND GRUBBING	AC	5.67	$1,000.00	$5,670.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	16	$20.00	$320.00
0110-7-1	MAILBOX, F&I, SINGLE	EA	27	$150.00	$4,050.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	8964.1	$20.00	$179,282.00
0120-4	SUBSOIL EXCAVATION	CY	39	$20.00	$780.00
0120-71	REGULAR EXCAVATION (3R PROJECTS ONLY)	LS	1	$10,000.00	$10,000.00
0160-4	TYPE B STABILIZATION	SY	1938	$6.00	$11,628.00
0285-701	OPTIONAL BASE GROUP 1	SY	525	$18.00	$9,450.00
0285-706	OPTIONAL BASE GROUP 6	SY	9371	$18.00	$168,678.00
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	3169.9	$155.00	$491,334.50
0337-7-80	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC B, PG 76-22	TN	2432.0	$155.00	$376,960.00

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0425-6	VALVE BOXES, ADJUST, UTILITIES (GADSDEN CO.)	EA	6.0	$1,100.00	$6,600.00
0430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18" SD	LF	196	$110.00	$21,560.00
0430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 24" SD	LF	52	$145.00	$7,540.00
0430-175-142	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 42" S/CD	LF	104	$270.00	$28,080.00
0430-542-200	STRAIGHT CONCRETE ENDWALLS, 42, DOUBLE, 0 DEGREES, ROUND	EA	2	$16,000.00	$32,000.00
0430-984-123	MITERED END SECTION, ROUND 15" SD/CD	EA	2	$2,000.00	$4,000.00
0430-984-125	MITERED END SECTION, ROUND 18" SD/CD	EA	86	$2,000.00	$172,000.00
0430-984-129	MITERED END SECTION, ROUND 24" SD	EA	18	$2,100.00	$37,800.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	15	$100.00	$1,500.00
0546-71-1	RAISED RUMBLE STRIP SET-PERMANENT	EA	4	$1,700.00	$6,800.00
0570-1-1	PERFORMANCE TURF	SY	17489	$1.50	$26,233.50
0570-1-2	PERFORMANCE TURF, SOD	SY	10876	$3.00	$32,628.00
0700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	AS	4	$600.00	$2,400.00
0700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	AS	2	$80.00	$160.00
0700-3-601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	1	$60.00	$60.00
0705-10-2	OBJECT MARKER, TYPE 2	EA	18	$185.00	$3,330.00
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	484	$5.00	$2,420.00
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$13,750.00	$13,750.00
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK 24"	LF	150	$11.00	$1,650.00
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	4.756	$6,000.00	$28,536.00
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.229	$6,000.00	$13,374.00
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	1.426	$3,000.00	$4,278.00
0711-17-1	THERMOPLASTIC, REMOVAL	SF	190	$2.50	$475.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					**$1,767,973.00**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $1,767,973.00.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

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

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

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 9 to 11, inclusive).
3. Payment bond (pages 12 to 14, inclusive).
4. Other bonds.
   a. N/A
5. General Conditions (pages 15 to 86, inclusive).
6. Supplementary Conditions (pages 87 to 92, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 39 sheets with each sheet bearing the following general title: ROADWAY PLANS/SIGNING & PAVEMENT MARKING PLANS, FINANCIAL PROJECT ID 451777-1-54-01, CR 274 (PROVIDENCE RD) RESURFACING FROM CR 65A (JUNIPER CREEK RD) TO SR 65 (HOSFORD HWY) [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers 93 to 95, inclusive).

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10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages 94 to 112, inclusive).

NOTE(S) TO USER:

1. *As noted in the introduction to this Agreement, in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents. Include Contractor's Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.*
2. *List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.*

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

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10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ **(which is the Effective Date of the Contract).**

OWNER:	**CONTRACTOR:**
_____	PEAVY & SON CONSTRUCTION CO., INC.
By: _____	**By:** _____
Title: _____	**Title:** Vice President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	**Attest:** _____
Title: _____	**Title:** Estimator/Project Manager
Address for giving notices:	**Address for giving notices:**
_____	39 Schwatt Rd
_____	HAVANA, FL. 32333
_____	_____
	License No.: CUC 056755 *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	Gadsden County	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Alday-Howell Engineering, Inc.	Engineer's Project No.:	23-015
Project:	CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy)	Contract Name: CR 274 (Providence Road) – from CR 65A (Juniper Creek Rd) to SR 65 (Hosford Hwy) Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

RESOLUTION No: 2025-060

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY FLORIDA, AUTHORIZING THE CHAIRMAN OR VICE CHAIR OF THE BOARD OF COUNTY COMMISIONERS TO EXECUTE AND ENTER INTO AN AGREEMENT AND ALL GRANT DOCUMENTS FOR THE CONSTRUCTION AND CEI SERVICES FOR THE "SMALL COUNTY OUTREACH PROGRAM AGREEMENT" (FPN:451777-1-54-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HEREBY AUTHORIZE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY WITH CHAIRMAN OR VICE-CHAIRMAN TO SIGN ON ITS BEHALF.

WHEREAS, Gadsden County, Florida (County), has requested the State of Florida Department of Transportation, (FDOT) for financial assistance through their "Small County Outreach Program Agreement" for the purpose of resurfacing **CR 274 PROVIDENCE ROAD FROM CR 65A JUNIPER CREEK RD TO SR 65 HOSFORD HWY; and**

WHEREAS, The State of Florida, Department of Transportation has requested that Gadsden County enter a **"Small County Outreach Program Agreement" (SCOP)**, attached hereto; **and**

WHEREAS, FDOT requires that a resolution be passed by the Board of County Commissioners of Gadsden County, Florida in support of the **FPN: 451777-1-54-01**, authorizing the Chairman, or other approved Commissioner, to execute and enter the **"Small County Outreach Program Agreement"**, as attached hereto.

NOW, THEREFORE, BE RESOLVED, BY THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS OF FLORIDA THAT:

The County authorize its Chairman or Vice-Chairman of the Board of County Commissioners of Gadsden County, Florida to enter and execute the **"Small County Outreach Program Agreement"** attached hereto. To ensure that all documents pertaining to the grant agreement are timely executed, the Board of County Commissioners approve this Resolution authorizing the Public Works Director to administer the grant and execute any subsequent reports, forms or documents required by the grant on the County's behalf.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, on this day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

By: _____
Eric F. Hinson, CHAIRMAN

ATTEST:

_____
Nicholas Thomas, Clerk of Circuit Court

Board of County Commissioners
Agenda Request

Date of Meeting: **January 6, 2026**

Date Submitted: **December 23, 2025**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Jeronda Robinson, Director of Human Resources
Kassandra McGlonn, Grants Administrator

Subject: **Approval of Departmental Software Purchases**

Statement of Issue:

This agenda item seeks Board approval for the implementation of a new Human Resources Information System (HRIS) using the UKG platform, and approval for a new platform with OpenGov which will provide support for Grants Management, Procurement, Contracts, and Asset Management (including work orders and applications) to include any associated setup fees.

Background:

Currently, the County does not have an HRIS system in place, which has created inefficiencies in managing critical HR functions such as employee data, payroll, benefits, timekeeping, and recruitment. As the County continues to expand, the need for an integrated and modern HRIS solution has become increasingly evident. Implementing a system like UKG would streamline HR processes, improve data accuracy, and provide advanced reporting and analytics, enabling more efficient HR management. The new HRIS will support the growing demands of the department and provide the necessary tools to manage the County's expanding workforce effectively. The setup fee for the UKG HRIS system will cover the costs of installation, system configuration, training, and integration with existing County systems.

Additionally, the County is currently reliant on a combination of manual methods, spreadsheets and outdated systems to support the data needs of its other software systems for grants management, procurement/contracts, and asset management which create significant inefficiencies, critical funding compliance risks and a lack of transparency. By adopting a more unified and streamlined system that allows the county departments to inter-communicate and provides transparency for publics and easier reporting, the County can unlock substantial returns – both financially and operationally by adopting OpenGov. Enhanced efficiency will allow staff to focus on high-value tasks, while stronger compliance controls will safeguard public funds and ensure regulatory alignment. This strategic shift is not just an operational upgrade for most of the BOCC software systems

but it's a proactive step toward smarter governance, better service delivery, better reporting, more efficiency in work processes, greater transparency, and sustainable growth.

Analysis:
Approval of UKG and OpenGov software systems will provide several benefits to the County, including:

- Improved efficiency in managing employee records, payroll and benefits
- Employee Self-Service Portal
- Streamlined time and attendance tracking
- Better recruitment tools for hiring processes
- Automated processed to reduce administrative burdens
- Improved efficiency in managing department software systems
- Greater ability to search and report on different department processes
- Greater ability to develop customized reports related to Commissioner requests
- Greater transparency for the public to follow or track progress of large projects
- More efficient and effective tracking of all assets, applications, and work orders

Fiscal Impact:

- **UKG/Thundercat HRIS Set-up Fee: $13,200.00**
- **UKG/Thundercat Annual Subscription: $57,714.25**
- **OpenGov Implementation Costs: $98,391**
- **OpenGov Subscription – Year 1: $52,131.48 (5% increase per year)**

The implementation fees and annual subscriptions totaling $70,914.25 for the UKG/Tundercat HRIS and $150,522.48 ($221,436.73) for OpenGov are not within the current departmental budgets and will require reallocation of funding between departments and across different funds. Finance would come back to the Board with the final budget amendment next meeting.

Options:

1. Approve the implementation of the UKG HRIS system, including associated set-up fee and authorize the Chairman to sign.
2. Approve the implementation of the OpenGov system, including associated set-up fee and authorize the Chairman to sign.
3. Do not approve.
4. Board direction.

Interim County Administrator's Recommendation:
Option 1 and 2

Attachments:

UKG/Thundercat Quote
OpenGov Executive Summary

THUNDERCAT TECHNOLOGY

11190 Sunrise Valley Drive, Suite 200
Reston, VA 20191
www.thundercattech.com
(703) 674-0216

Tax ID: 26-1638572
UEI: UER4AJLUB8D5
Cage Code: 50WM7

Gadsden County FL

Trudei Porter
trudeip@gadsdenclerk.com

Quote #: Q128611
Version: 0
Quote Date: 12/10/2025
Expire Date: 1/1/2026
Reference:
RFQ:
Opportunity:

ThunderCat Representative
Brian "Coop" Coopman
Account Executive, ThunderCat Technology
A Service Disabled Veteran-Owned Small Business
c: (941) 324-6859
bcoopman@thundercattech.com

Contract Terms
Omnia Alternate Contract Source (ACS)
Contract Number: 43210000-23-OMNIA-ACS-TX
Payment Terms are NET 30

Subject to the UKG Customer Master Services Agreement. The Customer Master Services Agreement shall collectively mean: (i) the Public Sector Master Terms and Conditions, excluding Section 3 Fees, found at www.ukg.com/us-msa-ps,(ii) the applicable Service Descriptions located at www.ukg.com/services-descriptions, (iii) UKG's Customer Data Processing Addendum ("DPA") located at www.ukg.com/ukg-unified-dpa, (iv) UKG's Acceptable Use Policy located at www.ukg.com/acceptable-use-policy, and (v) UKG's Equipment Addendum, excluding the payment and invoicing provision located at www.ukg.com/global-equipment-addendums

UKG Year 1

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
1	UKG	UKG READY TIME		1/1/2026	12/31/2026	275	$57.29	$15,754.75
2	UKG	UKG READY ACCRUALS MANAGER		1/1/2026	12/31/2026	275	$9.50	$2,612.50
3	UKG	UKG READY HR		1/1/2026	12/31/2026	275	$57.29	$15,754.75
4	UKG	UKG READY LEARNING		1/1/2026	12/31/2026	275	$33.40	$9,185.00
5	UKG	UKG READY ACA MANAGER		1/1/2026	12/31/2026	275	$4.75	$1,306.25
6	UKG	UKG READY PERFORMANCE		1/1/2026	12/31/2026	275	$9.50	$2,612.50
7	UKG	UKG READY RECRUITING		1/1/2026	12/31/2026	275	$9.50	$2,612.50
8	UKG	UKG READY INTEGRATION HUB		1/1/2026	12/31/2026	1	$0.00	$0.00
9	UKG	UKG READY BENEFITS		1/1/2026	12/31/2026	275	$28.64	$7,876.00
10	UKG	UKG READY LAUNCH FIXED FEE		1/1/2026	12/31/2026	1	$13,200.00	$13,200.00

Section Total **$70,914.25**

OpenGov Year 1

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
11	OG-TWAQ-B4060M-AR-3Y	Asset Management - Between $40-60 Million - 3Y		1/1/2026	9/30/2026	1	$10,234.80	$10,234.80

12	OG-TWFG-B4060M-AR-3Y	Contract Document Assembly & eSignatures - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$813.69	$813.69
13	OG-TWFO-B4060M-AR-3Y	Grants Management - Between $40-60 Million 3Y - Funding Level Between $10 - 20 Million	1/1/2026	9/30/2026	1	$20,288.39	$20,288.39
14	OG-TWAV-B4060M-AR-3Y	Integration Toolkit - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$1,535.33	$1,535.33
15	OG-SWFO-B4060M-AR-3Y	OpenGov Core Procurement and Contracts - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$10,611.56	$10,611.56
16	OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$2,558.75	$2,558.75
17	OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$6,088.96	$6,088.96
18	OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between $40-60 Million - 0Y	1/1/2026	9/30/2026	159	$207.28	$32,957.52
19	OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between $40-60 Million - 0Y	1/1/2026	9/30/2026	141	$207.28	$29,226.48
20	OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between $40-60 Million - 0Y	1/1/2026	9/30/2026	225	$160.92	$36,207.00

Section Total **$150,522.48**

UKG Year 2

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
21	UKG	UKG READY TIME		1/1/2027	12/31/2027	275	$57.29	$15,754.75
22	UKG	UKG READY ACCRUALS MANAGER		1/1/2027	12/31/2027	275	$9.50	$2,612.50
23	UKG	UKG READY HR		1/1/2027	12/31/2027	275	$57.29	$15,754.75
24	UKG	UKG READY LEARNING		1/1/2027	12/31/2027	275	$33.40	$9,185.00
25	UKG	UKG READY ACA MANAGER		1/1/2027	12/31/2027	275	$4.75	$1,306.25
26	UKG	UKG READY PERFORMANCE		1/1/2027	12/31/2027	275	$9.50	$2,612.50
27	UKG	UKG READY RECRUITING		1/1/2027	12/31/2027	275	$9.50	$2,612.50
28	UKG	UKG READY INTEGRATION HUB		1/1/2027	12/31/2027	1	$0.00	$0.00
29	UKG	UKG READY BENEFITS		1/1/2027	12/31/2027	275	$28.64	$7,876.00

Section Total **$57,714.25**

OpenGov Year 2

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
30	OG-TWAQ-B4060M-AR-3Y	Asset Management - Between $40-60 Million - 3Y		10/1/2026	9/30/2027	1	$14,328.62	$14,328.62
31	OG-TWFG-B4060M-AR-3Y	Contract Document Assembly & eSignatures - Between $40-60 Million - 3Y		10/1/2026	9/30/2027	1	$1,139.18	$1,139.18
32	OG-TWFO-B4060M-AR-3Y	Grants Management - Between $40-60 Million 3Y - Funding Level Between $10 - 20 Million		10/1/2026	9/30/2027	1	$28,403.75	$28,403.75
33	OG-TWAV-B4060M-AR-3Y	Integration Toolkit - Between $40-60 Million - 3Y		10/1/2026	9/30/2027	1	$2,149.47	$2,149.47

34	OG-SWFO-B4060M-AR-3Y	OpenGov Core Procurement and Contracts - Between $40-60 Million - 3Y	10/1/2026	9/30/2027	1	$14,856.17	$14,856.17
35	OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between $40-60 Million - 3Y	10/1/2026	9/30/2027	1	$3,582.23	$3,582.23
36	OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between $40-60 Million - 3Y	10/1/2026	9/30/2027	1	$8,524.54	$8,524.54

Section Total **$72,983.96**

UKG Year 3

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
37	UKG	UKG READY TIME		1/1/2028	12/31/2028	275	$57.29	$15,754.75
38	UKG	UKG READY ACCRUALS MANAGER		1/1/2028	12/31/2028	275	$9.50	$2,612.50
39	UKG	UKG READY HR		1/1/2028	12/31/2028	275	$57.29	$15,754.75
40	UKG	UKG READY LEARNING		1/1/2028	12/31/2028	275	$33.40	$9,185.00
41	UKG	UKG READY ACA MANAGER		1/1/2028	12/31/2028	275	$4.75	$1,306.25
42	UKG	UKG READY PERFORMANCE		1/1/2028	12/31/2028	275	$9.50	$2,612.50
43	UKG	UKG READY RECRUITING		1/1/2028	12/31/2028	275	$9.50	$2,612.50
44	UKG	UKG READY INTEGRATION HUB		1/1/2028	12/31/2028	1	$0.00	$0.00
45	UKG	UKG READY BENEFITS		1/1/2028	12/31/2028	275	$28.64	$7,876.00

Section Total **$57,714.25**

OpenGov Year 3

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
46	OG-TWAQ-B4060M-AR-3Y	Asset Management - Between $40-60 Million - 3Y		10/1/2027	9/30/2028	1	$15,045.04	$15,045.04
47	OG-TWFG-B4060M-AR-3Y	Contract Document Assembly & eSignatures - Between $40-60 Million - 3Y		10/1/2027	9/30/2028	1	$1,196.12	$1,196.12
48	OG-TWFO-B4060M-AR-3Y	Grants Management - Between $40-60 Million 3Y - Funding Level Between $10 - 20 Million		10/1/2027	9/30/2028	1	$29,823.94	$29,823.94
49	OG-TWAV-B4060M-AR-3Y	Integration Toolkit - Between $40-60 Million - 3Y		10/1/2027	9/30/2028	1	$2,256.94	$2,256.94
50	OG-SWFO-B4060M-AR-3Y	OpenGov Core Procurement and Contracts - Between $40-60 Million - 3Y		10/1/2027	9/30/2028	1	$15,598.98	$15,598.98
51	OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between $40-60 Million - 3Y		10/1/2027	9/30/2028	1	$3,761.36	$3,761.36
52	OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between $40-60 Million - 3Y		10/1/2027	9/30/2028	1	$8,950.78	$8,950.78

Section Total **$76,633.16**

Quote Summary

Section	Total Line	Total Sell
UKG Year 1	10	$70,914.25
OpenGov Year 1	10	$150,522.48

UKG Year 2	9	$57,714.25
OpenGov Year 2	7	$72,983.96
UKG Year 3	9	$57,714.25
OpenGov Year 3	7	$76,633.16
Grand Total	**52**	**$486,482.35**

THUNDERCAT TECHNOLOGY

11190 Sunrise Valley Drive, Suite 200
Reston, VA 20191
www.thundercattech.com
(703) 674-0216

Tax ID: 26-1638572
UEI: UER4AJLUB8D5
Cage Code: 50WM7

Gadsden County FL

Trudei Porter
trudeip@gadsdenclerk.com

Quote #: Q126651
Version: 2
Quote Date: 12/10/2025
Expire Date: 1/1/2026
Reference:
RFQ:
Opportunity:

ThunderCat Representative
Brian "Coop" Coopman
Account Executive, ThunderCat Technology
A Service Disabled Veteran-Owned Small Business
c: (941) 324-6859
bcoopman@thundercattech.com

Contract Terms
Omnia Alternate Contract Source (ACS)
Contract Number: 43210000-23-OMNIA-ACS-TX
Payment Terms are NET 30

Subject to the UKG Customer Master Services Agreement. The Customer Master Services Agreement shall collectively mean: (i) the Public Sector Master Terms and Conditions, excluding Section 3 Fees, found at www.ukg.com/us-msa-ps,(ii) the applicable Service Descriptions located at www.ukg.com/services-descriptions, (iii) UKG's Customer Data Processing Addendum ("DPA") located at www.ukg.com/ukg-unified-dpa, (iv) UKG's Acceptable Use Policy located at www.ukg.com/acceptable-use-policy, and (v) UKG's Equipment Addendum, excluding the payment and invoicing provision located at www.ukg.com/global-equipment-addendums

UKG Year 1

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
1	UKG	UKG READY TIME		1/1/2026	12/31/2026	275	$57.29	$15,754.75
2	UKG	UKG READY ACCRUALS MANAGER		1/1/2026	12/31/2026	275	$9.50	$2,612.50
3	UKG	UKG READY HR		1/1/2026	12/31/2026	275	$57.29	$15,754.75
4	UKG	UKG READY LEARNING		1/1/2026	12/31/2026	275	$33.40	$9,185.00
5	UKG	UKG READY ACA MANAGER		1/1/2026	12/31/2026	275	$4.75	$1,306.25
6	UKG	UKG READY PERFORMANCE		1/1/2026	12/31/2026	275	$9.50	$2,612.50
7	UKG	UKG READY RECRUITING		1/1/2026	12/31/2026	275	$9.50	$2,612.50
8	UKG	UKG READY INTEGRATION HUB		1/1/2026	12/31/2026	1	$0.00	$0.00
9	UKG	UKG READY BENEFITS		1/1/2026	12/31/2026	275	$28.64	$7,876.00
10	UKG	UKG READY LAUNCH FIXED FEE		1/1/2026	12/31/2026	1	$13,200.00	$13,200.00

Section Total **$70,914.25**

OpenGov Year 1

Line#	Part Number	Description	Serial	PopStart	PopEnd	Quantity	Unit Sell Price	Ext. Sell Price
11	OG-TWAQ-B4060M-AR-3Y	Asset Management - Between $40-60 Million - 3Y		1/1/2026	9/30/2026	1	$10,234.80	$10,234.80

12	OG-TWFG-B4060M-AR-3Y	Contract Document Assembly & eSignatures - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$813.69	$813.69
13	OG-TWFO-B4060M-AR-3Y	Grants Management - Between $40-60 Million 3Y - Funding Level Between $10 - 20 Million	1/1/2026	9/30/2026	1	$20,288.39	$20,288.39
14	OG-TWAV-B4060M-AR-3Y	Integration Toolkit - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$1,535.33	$1,535.33
15	OG-SWFO-B4060M-AR-3Y	OpenGov Core Procurement and Contracts - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$10,611.56	$10,611.56
16	OG-TWAT-B4060M-AR-3Y	Scenario Builder - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$2,558.75	$2,558.75
17	OG-TWBC-B4060M-AR-3Y	Transportation Domain - Between $40-60 Million - 3Y	1/1/2026	9/30/2026	1	$6,088.96	$6,088.96
18	OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between $40-60 Million - 0Y	1/1/2026	9/30/2026	159	$207.28	$32,957.52
19	OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between $40-60 Million - 0Y	1/1/2026	9/30/2026	141	$207.28	$29,226.48
20	OG-PSBG-B4060M-OT-0Y	Professional Services Deployment - Prepaid - Between $40-60 Million - 0Y	1/1/2026	9/30/2026	225	$160.92	$36,207.00
Section Total							**$150,522.48**

Quote Summary

Section	Total Line	Total Sell
UKG Year 1	10	$70,914.25
OpenGov Year 1	10	$150,522.48
Grand Total	**20**	**$221,436.73**

Board of County Commissioners
Agenda Request

Date of Meeting: January 6, 2026

Date Submitted: December 30, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Kassandra McGlonn, Grants Administrator

Subject: Approval of Resolution for Grant Agreement between Gadsden County and the Florida Department of Transportation.

Statement of Issue:

This item seeks Board approval of the resolution associated with the grant agreement (No. AT514) between Gadsden County and the Florida Department of Transportation (FDOT) for funding the landscape improvements along SR 8 (I-10) & SR 267 Pat Thomas Parkway, referred to as the Project.

Background:

FDOT provides funding to local governments through their Roadside Beautification Assistance Program to provide for the conservation of natural roadside growth and security and scenery and for the implementation and maintenance of roadside beautification programs. This funding must be associated with a local government resolution to perform the beautification activities.

Analysis:

The FDOT Beautification funding is state reimbursement funding. The state will reimburse the County for 100% of the total actual costs directly related to the Installation Phase of the Project, not to exceed $25,000.00. In order to issue these funds and fully execute the agreement, BOCC must execute the required subject resolution.

The total award amount is $25,000.00.

Fiscal Impact:

Execution of this resolution will allow the County to accept $25,000 in funding for improvements along State Road 267 and the I-10 highway. This award will save the County $25,000.00 in improvement costs.

Options:

1. Approve the required resolution for the FDOT JPA Beautification Grant Program award for highway improvements.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

A. BOCC Resolution for JPA Award Receipt (No. Pending)
B. FDOT Beautification Grant Agreement (AT514)

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
GADSDEN COUNTY, FLORIDA

Financial Project No.: **457901-1-58-01**
Contract No.: **AT514**
Vendor No.: **F596000616043**

This Joint Participation Agreement ("Agreement") is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, "**DEPARTMENT,**" and the COUNTY of GADSDEN, "**COUNTY.**" The **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** make certain improvements in connection with **Financial Project Identification Number (FP ID) 457901-1-58-01** for landscape improvements along SR 8 (I-10) & SR 267 Pat Thomas Parkway, GADSDEN County, Florida, hereinafter referred to as the **"PROJECT." The PROJECT will have an Installation Phase and a Maintenance Phase, which is further described herein.** The **DEPARTMENT** and the **COUNTY** may sometimes be referred to in this Agreement as a "Party", and collectively as the "Parties."

1. The **DEPARTMENT** and the **COUNTY** have the authority under Section 339.12, Florida Statutes, to enter into this Agreement; and

2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and

3. The **COUNTY** has certified the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and

4. The **DEPARTMENT** shall reimburse the **COUNTY** for services as further described in this Agreement and in Exhibit "A" Scope of Services, attached hereto; and

5. The **COUNTY**, by resolution No. _____, a copy of which is attached hereto as Exhibit "D", has authorized the Mayor or COUNTY Official to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. **SERVICES AND PERFORMANCE**

A. The **COUNTY** shall be responsible for the preparation of all design plans for the **PROJECT** at the **COUNTY's** sole expense. Said design plans shall include the design for the installation and maintenance of any and all plants, planting material, and irrigation systems, to be maintained by the **COUNTY** under this Agreement (the "Plans"). The Plans shall be deemed to be incorporated by this reference into this Agreement upon completion by the **COUNTY.**

B. The **COUNTY** shall have the sole responsibility for resolving claims and requests for the additional work for the **PROJECT**. The **COUNTY** will make best efforts to obtain the **DEPARTMENT'S** input in its decisions.

C. The **COUNTY** shall furnish the services with which to undertake and complete the **PROJECT,** which shall consist of both an i) Installation Phase and ii) Maintenance Phase, said services being further described in Exhibit "A" to this Agreement.

D. The **COUNTY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications and in accordance with District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System, dated February 4, 2016, as may be amended or revised from time to time ("Landscape Care Guide"), which is hereby incorporated by reference into this Agreement. The **COUNTY** shall take the necessary steps to ensure the **PROJECT** is completed within state or **COUNTY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **COUNTY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The **COUNTY** is responsible for obtaining a landscape permit and any bore permits required from the **DEPARTMENT** prior to performing the work.

ii). The **COUNTY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

E. Upon completion of the Installation Phase of the **PROJECT,** the appropriate **COUNTY** representative shall certify to the **DEPARTMENT** that the Installation Phase of **PROJECT** has been completed in accordance with the Plans and specifications, and all the terms and conditions of this Agreement. Said certification shall be done by forwarding a completed Certification of Completion form, attached hereto as Exhibit "C," in accordance with Section 11.L. of this Agreement. Completion of the Installation Phase of the **PROJECT** shall be subject to final acceptance and certification by the **DEPARTMENT**.

F. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **COUNTY** and of the details thereof. Therefore, the **COUNTY** shall provide a monthly report on the first business day of the month to the **DEPARTMENT** project manager during the Installation Phase.

G. If the **COUNTY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

H. The **COUNTY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

I. The **COUNTY** shall have sole responsibility for maintaining the subject landscaping according to **DEPARTMENT** standards and specifications, as well as stipulations outlined in the Landscape Care Guide. Upon the execution of this Agreement, The **COUNTY** certifies that is has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

J. Upon completion of the Installation Phase of the **PROJECT** by the **COUNTY**, the **COUNTY** will assume responsibility for the Maintenance Phase of the **PROJECT**, which includes, irrigation and other related materials identified in the Plans, and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the **PROJECT** Plans, as well as the requirements set forth in the Landscape Care Guide. The **COUNTY** shall coordinate with the **DEPARTMENT's** District Landscape Project Manager or their designee to inspect the **PROJECT** on a quarterly basis and subsequently make corrections based on each quarterly inspection. In the event the **COUNTY** fails to maintain the **PROJECT** in accordance with a maintenance schedule and plan, the **DEPARTMENT**, at its option, may perform the required maintenance and the **COUNTY** shall reimburse the **DEPARTMENT** for the costs.

K. The **COUNTY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **COUNTY** during the term of the contract; and

ii). Shall 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.

8. **TERM**

A. The **COUNTY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). Installation Phase

The term of the Installation Phase of the **PROJECT** shall commence subsequent to execution of this Agreement and shall end on the date the **DEPARTMENT** receives from the **COUNTY** notification and certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement, or **December 31, 2027**, whichever occurs first. The Installation Phase shall include a 365-day establishment period. If the **COUNTY** does not complete the Installation Phase of the **PROJECT** by **December 31, 2027**, or by the Department's District Secretary or Designee granting a written extension prior to expiration of the Agreement, the Agreement will expire on the last day of the scheduled completion of the Installation Phase as provided in this paragraph.

ii). Maintenance Phase

The term of the Maintenance Phase of the **PROJECT** shall commence on the date the **COUNTY** provides certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement.

9. **REIMBURSEMENT AND PAYMENT**

A. i) The total cost of the **PROJECT** is estimated at **$25,000.00.** The **DEPARTMENT** shall reimburse the **COUNTY** for **one hundred percent (100%)** of the total actual costs directly related to the Installation Phase of the **PROJECT,** in an amount not to exceed **TWENTY FIVE THOUSAND and 00/100 DOLLARS ($25,000.00),** for actual costs incurred. It is understood and agreed to by the Parties that the total reimbursement amount under this Agreement shall not exceed **$250,000.00**, unless otherwise provided herein or as may be subsequently agreed to by the Parties through the execution of an amendment. The method of compensation is further described in Exhibit "B", which is attached hereto. Any additional costs, such as design costs of the **PROJECT**, costs relating to the Maintenance Phase of the **PROJECT**, or other items not covered by this Agreement, shall be the **COUNTY's** sole responsibility.

ii) The **COUNTY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to the Department's Landscape Project Manager, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **COUNTY** upon receipt of a properly submitted invoice and all supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **COUNTY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **COUNTY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **DEPARTMENT** and must also establish that the required minimum level of service to be performed was met, and that the criteria for evaluating successful completion was met, as specified in Section 7 and Exhibit "A" of this Agreement.

vi) The **COUNTY** may receive progress payments for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **COUNTY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **COUNTY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **COUNTY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post-audit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **COUNTY's** general accounting records and the project records, together with supporting documents and records of the **COUNTY** and all subcontractors performing work on the **PROJECT**, and all other records of the **COUNTY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The Department's obligation to pay is contingent upon the annual appropriation by the Florida Legislature. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of §339.135(6) (a), Fla. Stat., 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."

The County agrees that in the event the funds are not appropriated to the Department then this Agreement may be terminated. Department shall notify the County in writing within thirty days of the date Department is notified by the Legislature the funds shall not be appropriated. Upon notification by Department that funds are not appropriated and this Agreement is terminated the County shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt the County from continuing to provide services already paid for by the Department.

10. TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **COUNTY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **COUNTY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The

DEPARTMENT also reserves the right to terminate or cancel this Agreement in the event the **COUNTY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **COUNTY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **COUNTY**, the **DEPARTMENT** shall notify the **COUNTY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **COUNTY** 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 will become the property of the **DEPARTMENT** and will be turned over promptly by the **COUNTY**.

11. MISCELLANEOUS

A. Participants (in this document identified as **COUNTY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specify otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received, or the goods or services are received, inspected, and approved.

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **COUNTY**. Interest penalties of less than one (1) dollar will not be enforced unless the **COUNTY** requests payment. Invoices which have to be returned to a **COUNTY** because of **COUNTY** 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**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850)

413-5509.

D. The **COUNTY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **COUNTY** in conjunction with this Agreement. Failure by the **COUNTY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

E. The **COUNTY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **COUNTY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

F. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

G. The **COUNTY** and the **DEPARTMENT** agree that the **COUNTY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the Parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **COUNTY** notice regarding such removal, relocation or adjustment and the **COUNTY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **COUNTY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **COUNTY** removes a **PROJECT** pursuant to this Agreement, the **COUNTY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

J. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained

herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein, nor any extension of time for completion of any phase of the PROJECT, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

K. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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.

L. Any and all notices, reports, invoices, and certifications required pursuant to the terms of this Agreement shall be sent by First Class United States Mail to the addresses listed below; provided, however, that the **DEPARTMENT** may, by written authorization to the **COUNTY**, allow for a separate means of notification:

DEPARTMENT
Kristi Patterson, District Landscape
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

COUNTY
Kassandra Lynn McGlonn, DrPH, CHES®
Grants Administrator
Gadsden County Board of County Commissioners
9 - B. East Jefferson Street - Room 106
Quincy, Florida 32351

M. The **DEPARTMENT** and the **COUNTY** agree 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.

N. The **COUNTY** agrees to comply with requirements set forth in Section 334.044(26), Florida Statutes.

O. This Agreement shall become effective on the last date of a signature by a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

COUNTY OF GADSDEN, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
TITLE: _____
DATE:_____

_____
COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY:_____
DIRECTOR OF
TRANSPORTATION
DEVELOPMENT
DATE:_____

LEGAL REVIEW:

_____
OFFICE OF GENERAL COUNSEL

Exhibit "A"
SCOPE OF SERVICES

Landscape of SR 8 (I-10) & SR 267 Pat Thomas Parkway
GADSDEN COUNTY, Florida

FP ID: 457901-1-58-01

Project: Landscape along SR 8 (I-10) & SR 267 Pat Thomas Parkway

Project Summary: The proposed project will enhance the community's entrance with a distinctive and welcoming feature that promotes pride of place while improving overall aesthetics and safety. A landscaped entry bed (~600 sq ft) will be prepared and planted with perennial shrubs and seasonal flowering color, supported by proper soil preparation, mulch, and edging. An automatic irrigation system with both drip and pop-up sprinklers will be installed and connected to the nearest water source to ensure sustainable plant health. Project will require a one-year establishment by the contractor.

All permits and right-of-way requirements will be coordinated with FDOT District 3 and Gadsden County Public Works to ensure compliance with applicable regulations and standards.

Estimated Cost: $25,000.00

The project design, set-backs, tree heights, etc. are subject to change pending field conditions. Proposed plantings are also subject to change during construction based on availability.

EXHIBIT "B"
Method of Compensation

Landscape of SR 8 (I-10) & SR 267 Pat Thomas Parkway
GADSDEN COUNTY, Florida

FP ID: 457901-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" Scope of Services of this Agreement, the **DEPARTMENT** shall reimburse the **COUNTY** in an amount not to exceed **TWENTY FIVE THOUSAND and 00/100 DOLLARS ($25,000.00),** for actual costs incurred.

The **COUNTY** may receive progress payments for actual costs incurred for deliverables based on the percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

EXHIBIT "C"
Certification of Completion

Landscape of SR 8 (I-10) & SR 267 Pat Thomas Parkway
GADSDEN COUNTY, Florida

FP ID: 457901-1-58-01

CERTIFICATION OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and GADSDEN COUNTY

PROJECT DESCRIPTION: **SR 8 (I-10) & SR 267 Pat Thomas Parkway**
GADSDEN COUNTY, Florida

FINANCIAL PROJECT ID# 457901-1-58-01

In accordance with the terms and conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the Installation Phase of Project under this Agreement is complete as of _____, 20___.

By: _____

Name: _____

Title: _____

Exhibit "D"
RESOLUTION

Landscape of SR 8 (I-10) & SR 267 Pat Thomas Parkway
GADSDEN COUNTY, Florida

FP ID: 457901-1-58-01

To: Kristi.Patterson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

AT514

10/27/2025

CONTRACT INFORMATION

Contract:	AT514
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	X - COMPETITIVE BID (337.11, F.S.; 334.30, F.S.)
Vendor Name:	GADSDEN BOARD COMMISSIONERS
Vendor ID:	F596000616043
Beginning Date of This Agreement:	10/24/2025
Ending Date of This Agreement:	12/31/2027
Contract Total/Budgetary Ceiling:	ct = $25,000.00
Description:	SR 8 (I-10) & SR 267 Pat Thomas Parkway

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 10/27/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55034010307
Expansion Option:	A7
Object Code:	132900
Amount:	$25,000.00
Financial Project:	45790115801
Work Activity (FCT):	303
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	088716/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $25,000.00

RESOLUTION NO. 2026-012

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A LANDSCAPE AND BEAUTIFICATION PROJECT ALONG SR 8 (I-10) AND SR 267 (PAT THOMAS PARKWAY); AUTHORIZING THE CHAIRMAN TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has made available funding through a Joint Participation Agreement (JPA) to assist local governments with landscape and roadway beautification projects; and

WHEREAS, Gadsden County seeks to enhance community aesthetics, promote civic pride, and improve the appearance of major transportation corridors within the County; and

WHEREAS, the proposed project involves landscape and beautification improvements along State Road 8 (Interstate 10) and State Road 267 (Pat Thomas Parkway) within Gadsden County, Florida, identified as Financial Project ID No. 457901-1-58-01; and

WHEREAS, FDOT has agreed to reimburse the County for eligible project costs in an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00), subject to the terms and conditions of the Joint Participation Agreement; and

WHEREAS, the County will be responsible for project coordination, installation, and ongoing maintenance in accordance with FDOT requirements; and

WHEREAS, the Board of County Commissioners finds that approval of the Joint Participation Agreement is in the best interest of Gadsden County and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, THAT:

Section 1.

The Board of County Commissioners hereby approves the Joint Participation Agreement between Gadsden County and the State of Florida Department of Transportation for the Landscape and Beautification Project along SR 8 (I-10) and SR 267 (Pat Thomas Parkway), Financial Project ID No. 457901-1-58-01.

Section 2.

The Chairman of the Board of County Commissioners is hereby authorized and directed to execute the Joint Participation Agreement, together with any required exhibits, certifications, amendments, or related documents necessary to carry out the intent of this Resolution, subject to review and approval as to form by the County Attorney.

Section 3.

The County Administrator or designee is authorized to take all actions necessary to implement the Agreement, including coordination with FDOT, submission of required documentation, and compliance with all applicable state and federal requirements.

Section 4.

This Resolution shall become effective immediately upon adoption.

ADOPTED AND PASSED

this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

GADSDEN COUNTY, FLORIDA

By: _____

Chairman

ATTEST:

Clerk of the Circuit Court

(SEAL)

Approved as to form and legal sufficiency:

_____

Louis J. Baptiste
County Attorney