



**SUWANNEE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**218 PARSHLEY STREET SOUTHWEST
LIVE OAK, FLORIDA 32064**

TENTATIVE AGENDA FOR MARCH 17, 2026 AT 5:30 PM

Invocation

Pledge to American Flag

ATTENTION:

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of the Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the consent agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- Groups or factions representing a position on a proposition or issues are required to select a single representative or spokesperson. The designated representative shall identify the group or faction which (s)he represents and the issues on which (s)he is going to speak. After identification of the group and issues, the Chairman shall ask those at the meeting to raise their hands if (1) they are a member of the group or faction and (2) they wish the designated representative to speak on behalf of the group or faction. A minimum of two members of the audience (not including the designated speaker) must raise their hand at the call of the Chairman. If enough people do not raise their hands, the designated speaker shall be limited to the speaking time allowed to individuals. If the requisite number of people raise their hands, the designated speaker will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

APPROVAL OF MINUTES:

1. March 3, 2026 Regular Meeting.

PUBLIC CONCERNS AND COMMENTS:

PROCLAMATIONS AND PRESENTATIONS:

2. Presentation of a proclamation recognizing the month of April as "Emotional Support Animal Awareness Month."
(Ashlee Combee, Founder & President, Paw'sitive Change National Foundation, Inc.)

CONSENT:

3. Approval of payment of processed invoices.
4. Approval of Business Incentive Grant Application from Project Newton.
5. Adoption of a resolution authorizing staff to apply for the Florida Boating Improvement Grant.
6. Approval of Economic Development Agreement and Commercial Lease with J2911 Development, LLC (J2911).
7. Approval of four (4) Interagency/Public Works Agreements with the Florida Department of Corrections for the use of inmate crews.
8. Approval of proposal with Locklear & Associates, Inc. for Construction, Engineering, and Inspections services for CR 137 Widening and Resurfacing CEI. Budget impact: \$350,000 to be paid by FDOT grant funds.
9. Declare four pickup trucks and one dump truck as surplus and authorize the Public Works Department to sell at auction.

TIME-SPECIFIC ITEMS:

10. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the enactment of an Ordinance authorizing the banning of burning or similar activities within Suwannee County, Florida; providing procedures for enforcement of a burn ban; providing procedures for repeal of a burn ban, and providing an effective date. (County Attorney Adam Morrison)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

11. Discuss letter to the Suwannee River Water Management District.

CONSULTANT ITEMS:

GENERAL BUSINESS:

12. Discuss, with possible Board action, the award of two (2) demolition/replacement homes in relation to CDBG-HR Grant 23DB-H12 to the lowest qualified respondent. (David Fox, Fred Fox Enterprises)
13. Discuss, with possible Board action, a change order associated with the Catalyst Industrial Park Wastewater Treatment Plant design. (Greg Bailey, President, North Florida Professional Services, Inc.)
14. Discuss, with possible Board action, award and authorization of Chairman to execute the contract for 2026-03 ITB General Contractor for Catalyst WWTP to Music Construction, pending County Attorney review. (County Administrator Jason Furry)

15. Additional Agenda Items - Chairman calls for additional items.

ADMINISTRATOR'S COMMENTS AND INFORMATION:

BOARD MEMBERS INQUIRIES, REQUESTS, AND COMMENTS:

5:30 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting, and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Leo Mobley. Deputy Clerk Logan Woods, County Attorney Adam Morrison, and County Administrator Jason Furry were also present.

Chairman White called the meeting to order at 5:33 p.m. The invocation and the Pledge of Allegiance to the Flag of the United States of America were held.

MINUTES:

The first item on the agenda was approval of the February 17, 2026 Regular meeting minutes.

Commissioner Land moved to approve the minutes of the February 17, 2026 Regular meeting.

Commissioner Mobley seconded, and the motion carried unanimously.

PUBLIC CONCERNS AND COMMENTS:

Keith Broaders, 970 SW Pinemount Road, Lake City, discussed a program he was developing to encourage family responsibility in children's education.

Bo Hancock, 6135 Wiggins Road, Live Oak, commented on item nine regarding the waiver of park entrance fees for veterans and had some concerns regarding the resolution's language. Attorney Morrison addressed Mr. Hancock's concerns over the language. Mr. Hancock also commented on Sheriff St. John's lack of appearance at County meetings once the County announced intent to take over Emergency Management, noting the apparent ongoing lack of communication between the Sheriff and the County.

Moses Clepper, 14581 102nd Path, Live Oak, addressed his concerns over some consent items to be approved tonight and topics from prior Board meetings.

PROCLAMATIONS AND PRESENTATIONS:

There were none.

CONSENT:

The second item on the agenda was approval of payment of \$5,056,518.15 in processed invoices.

The third item on the agenda was approval of a Task Order with North Florida Professional Services related to the wastewater line extension at the Suwannee County Regional Industrial Corridor. Budget impact: none; \$72,900 to be paid for by the remaining Department of Environmental grant funding, LPA0692. **(Agreement No. 2026-38)**

The fourth item on the agenda was approval of a Task Order with North Florida Professional Services related to the water transmission line extension at the Suwannee County Regional Industrial Corridor. Budget impact: none; \$82,000 to be paid for by the remaining Department of Environmental grant funding, LPA0692. **(Agreement No. 2026-39)**

The fifth item on the agenda was approval of the Small County Outreach Program Agreement with the Florida Department of Transportation in the amount of \$7,000,000.00 for Design, Construction, and Construction Engineering and Inspection (CEI) for the widening and resurfacing of existing lanes of CR 137, from US 90 to CR 136, and adoption of an enabling resolution. **(Agreement No. 2026-40 and Resolution No. 2026-22)**

The sixth item on the agenda was approval of a Task Order with Pitman Engineering for the design of the widening and resurfacing of CR 137, from US 90 to CR 136. Budget impact: \$430,025.00 to be paid by FDOT. **(Agreement No. 2026-41)**

The seventh item on the agenda was authorization of a single-source purchase of a 2026 Chevrolet Silverado 3500HD 4WD Crew Cab diesel pickup from Wes Haney Chevrolet for the Public Works construction crew. Budget impact: \$69,848 is budgeted.

The eighth item on the agenda was declaration of County vehicles and equipment as surplus and authorization for the Public Works Department to sell the same at auction.

The ninth item on the agenda was adoption of a resolution waiving entry fees to County parks for statutorily recognized classes of persons. **(Resolution No. 2026-23)**

The tenth item on the agenda was authorization to waive the County Purchasing Policy for the purchase of electrical distribution equipment for the Catalyst Wastewater Treatment Plant. Budget impact: \$247,143.00 to be paid out of WWTP grant funds.

Commissioner Fleming moved to approve consent items 2-10. Commissioner Hale seconded, and the motion carried unanimously.

TIME-SPECIFIC ITEMS:

There were none.

CONSTITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Erin Dasher, Livestock Extension Agent for Suwannee County, asked about the livestock building to be built and noted that the Livestock Board had been involved with planning for the new building, but it was now under new leadership. She wanted to ensure that the Livestock Board was still involved with

the livestock building design and construction. Ms. Dasher further discussed design plans, questions, and concerns regarding the project.

County Administrator Furry stated the plans had not changed and discussed specifics of the design. He confirmed it would be an open barn style and further addressed Ms. Dasher's concerns.

COMMISSIONERS ITEMS:

Chairman White asked if the Extension Office Director position had been advertised. County Administrator Furry stated it would be advertised through the University of Florida.

Katie Jones, Interim County Extension Director, stated that Carolyn Saft would work the full term of her employment as director, and once Ms. Saft was no longer in the position, it would be officially advertised through the University of Florida. She discussed specifics of the advertising process for a new Extension Office director, noting the County would be involved with the final interview and selection.

Commissioner Hale discussed the St. Johns water reclamation project brought up at the last meeting and suggested that the Board send a letter noting the County's opposition to the project.

Discussion ensued on sending a letter opposing the water project and what should be included.

The Board agreed by consensus to send a letter noting the County's opposition to the project.

COUNTY ATTORNEY ITEMS:

Attorney Morrison discussed a land use agreement related to an upcoming economic development agreement with Project Newton, noting the company name was confidential as the project was in its initial phase. The company had already shipped large pieces of equipment to the County, even though the economic development agreement had not yet been approved. Due to the size of the equipment and transport costs, the land use agreement would allow the company to go ahead and use County property at the Catalyst Site. Attorney Morrison read the land use agreement for the record.

Commissioner Fleming moved to approve a land use agreement with Project Newton.

Commissioner Hale seconded, and the motion carried unanimously. (Agreement No. 2026-42)

Attorney Morrison stated that he was volunteered to be the next attorney for the Development Authority and wanted to inform the Board of such, noting that it would be beneficial due to the overlap between the County and the Authority. He noted he would sign a conflict waiver so that if there was a conflict between the two parties he would not represent either side.

The Board was fine with Attorney Morrison serving as the Development Authority Attorney.

Attorney Morrison brought up the issue of the subdivision lots that were nonconforming that was discussed as the prior meeting and commended Development Services Director Ronald Meeks for not only recognizing the matter but reaching out to the affected property owners regarding the issue. Attorney Morrison stated he had been contacted by multiple affected landowners and that the developer would rectify the situation to make the subdivision compliant with County Land Development Regulations.

Attorney Morrison also noted that interviews for the new Third Judicial Circuit judge would take place on Tuesday the 17th in the Judicial Annex.

CONSULTANT ITEMS:

Jimmy Pittman, Pittman Engineering, thanked the Board for allowing his company to work on the CR 137 project.

GENERAL BUSINESS:

The eleventh item on the agenda was additional agenda items.

There were none.

ADMINISTRATOR'S COMMENTS AND INFORMATION:

County Administrator Furry updated the Board on the number of applicants for the grant manager position, the EOC transition that would start March 9 and related meetings with the consultant regarding the transfer, updated on progress for the Covid building, three multipurpose facilities, Douglass Center air conditioning project, noted the livestock building bid to be opened on Monday and potential funding for the project, Courthouse dome re-bid, and the Courthouse window replacement. He also discussed funding issues for the wastewater treatment plant and stated that the County needed to go ahead and award the contract for the project due to grant timelines. However, there was currently insufficient funding for the contract, and the County would have to designate some other source so the contractor was assured of full payment before beginning work. County Administrator Furry suggested using CARES and AARPA reserves to help fund the project, noting it would cost approximately \$7 million, since the contract could not be approved without having sufficient funding. He stated that the Board could designate the reserve funding to set aside for the project, noting the money would not be used upfront, and in the meantime work on obtaining other grants to make up the shortfall.

Discussion ensued on funding for the project and applying for more grants.

Commissioner Land recommended caution in committing the full amount of reserves, as he did not think it was wise to do such.

Commissioner Hale suggested potentially putting half the reserve amount toward the project and moving forward with a loan to fund the rest.

County Administrator Furry discussed timing issues with obtaining a loan and the need to start the project to use the grant funds they already had within the deadlines.

Commissioner Land suggested using the County's available line of credit.

Discussion ensued on funding sources and potentially involving the Utility Authority.

Chairman White clarified that they would be using the \$3.5 million line of credit at First Federal first to fund the contract and using the AARPA/CARES reserves to make up any remaining shortfall for the time being so that the contract could be approved to start the project.

Attorney Morrison clarified that they were not withdrawing the money right now but just designating it so that the contractor knew the County was backing the cost of the contracted amount.

Discussion ensued on identifying long-term revenue sources and the revolving loan fund.

Attorney Morrison discussed potentially using bonds to help finance the project.

County Administrator Furry discussed FDOT’s inquiry about tying in the wastewater utility lines to be constructed. However, that would put the treatment plant over capacity. He stated that at this time, FDOT was just asking questions and that he was not anticipating allowing them to use the lines. County Administrator Furry also mentioned budget issues and perhaps starting the budget process earlier due to some potential legislative changes.

BOARD MEMBER’S INQUIRIERS, REQUESTS, AND COMMENTS:

The Board thanked everyone for attending, thanked staff for their work, asked for prayers for various members of the community, and noted some recent events they had attended.

Commissioner Land moved to adjourn the meeting. Commissioner Fleming seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 6:36 p.m.

ATTEST:

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

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

2/9/26

Suwannee County Board of County Commissioners
200 South Ohio Avenue South
Live Oak, FL 32064

Subject: Request for Proclamation Recognizing April as Emotional Support Animal Awareness Month

Dear Members of the Suwannee County Board of County Commissioners,

I am writing to respectfully request that the Suwannee County Board of County Commissioners consider issuing an official proclamation recognizing the month of April as **Emotional Support Animal Awareness Month** in Suwannee County.

This proposed proclamation would serve as the first step in a broader regional initiative, with similar requests planned for Columbia, Alachua, and Duval Counties, and ultimately statewide recognition. Establishing April as Emotional Support Animal Awareness Month would also create a meaningful lead-in to May, which is nationally recognized as Mental Health Awareness Month, reinforcing a continuum of education, advocacy, and community engagement surrounding emotional wellness.

I am the founder and President of Paw'sitive Change National Foundation, Inc., where my work focuses on promoting comfort, compassion, and emotional well-being for children facing medical and life challenges. Through stuffed animal adoption events, hospital care bags that include my published children's book *Bentley Makes It Better*, and partnerships with organizations such as Meridian Behavioral Healthcare, NAMI Gainesville, and the Ronald McDonald House, I have consistently worked to provide children with tangible sources of comfort while also helping reduce stigma surrounding mental health.

Currently serving as Miss Northeast Florida's Teen, I am expanding my advocacy through civic engagement and community partnerships. My goal in seeking this proclamation is to raise public awareness about the emotional benefits support animals provide, encourage open conversations about mental health, and highlight resources available to families throughout the community.

In addition to my local and regional advocacy, I am also planning to request meetings with federal representatives regarding **H.R. 5557 – the Mental Health Services for Students Act of 2025**. Through these discussions, I will advocate for strengthened school-based

mental health services by sharing data, community needs, and personal stories that illustrate how improved access to mental health resources can positively impact students, families, and school districts.

Recognizing April as Emotional Support Animal Awareness Month would demonstrate Suwannee County's commitment to supporting mental wellness, encouraging compassion, and promoting awareness of the positive role emotional support animals can play in the lives of children and families.

I would be honored to work with your office to support this proclamation in any way needed. For your convenience, I have included a sample proclamation for your review, should your office find it helpful.

Thank you for your time, consideration, and your continued dedication to serving the residents of Suwannee County.

Sincerely,

Ashlee Combee
Founder & President
Paw'sitive Change National Foundation, Inc.
Miss Northeast Florida's Teen
Email: ashlee.combee@icloud.com
Phone: 386-688-3946

PROCLAMATION

Recognizing April as Emotional Support Animal Awareness Month in Suwannee County, Florida

WHEREAS, emotional well-being is an essential part of overall health for children, families, and individuals throughout Suwannee County; and

WHEREAS, Emotional Support Animals (ESAs) provide comfort, companionship, and a sense of security to individuals experiencing emotional, psychological, or medical challenges; and

WHEREAS, Emotional Support Animals can help reduce feelings of anxiety, loneliness, stress, and depression, while promoting emotional regulation and resilience; and

WHEREAS, increasing awareness and understanding of the positive role Emotional Support Animals play can help reduce stigma surrounding mental health and encourage individuals and families to seek support when needed; and

WHEREAS, local youth advocate Ashlee Combee, Founder and President of Paw'sitive Change National Foundation, Inc. and Miss Northeast Florida's Teen, has worked to promote emotional wellness for children through community outreach, hospital care bags, educational efforts, and partnerships with mental health organizations; and

WHEREAS, recognizing Emotional Support Animal Awareness Month in April provides an opportunity to highlight the connection between emotional support, compassion, and mental health, while also leading into May, which is nationally recognized as Mental Health Awareness Month;

NOW, THEREFORE, BE IT PROCLAIMED that the Suwannee County Board of County Commissioners does hereby recognize **April as Emotional Support Animal Awareness Month** in Suwannee County and encourages residents, schools, healthcare providers, and community organizations to learn more about the emotional benefits of support animals and to promote kindness, understanding, and mental wellness for all.

DONE AND PROCLAIMED in regular session this ___ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

ATTEST:

Franklin White, Chairman

Barry A. Baker, Clerk of Court



Approval of payment of processed invoices.



Economic Development

Executive Summary

Objective:

Approval of Business Incentive Grant Application from Project Newton.

Considerations:

Grants are provided for the general county portion of taxes paid on the increase in property value created by improvements made by the participating company and added to the tax roll. Our office received a business incentive grant application from Project Newton. This project intends to create 40 jobs and the facility size would be 100,000 sq ft.

Budget Impact:

If approved, Project Newton will be eligible for 7 annual installments up to \$118,180.23. This will be included in the Economic Development budget and rebated after their first year in operation based on the number of jobs created, the average wage paid, and proof of payment of their ad valorem taxes.

Recommendation:

Approval of Business Incentive Grant Application

Respectfully Submitted:

Jimmy Norris, Economic Development
Director

Dated:03/09/2026

ESTIMATE OF ECONOMIC DEVELOPMENT	
Grant Calculation - March 2, 2026	
Project Newton	
Calculations based on County Proposed millage rates effective on October 1, 2025	
Category: New Business	
POINTS AWARDED	
Target Industry: New Business - Agribusiness	2
Total Investment: \$39,255,000	4
Facility Size: 100,000 sq. ft.	3
Job Creation: 40 net new positions	2
Wages: Average wage 75,000	4
Location: Employment Center	0
County Resident	0
Proximity to utilities	5
Total Points	20
Project is eligible	
Total Value of Capital Improvements	15,497,000
Multiplied by County Millage rate	0.88%
Annual Ad Valorem Tax (general county portion)	136,373.60
75% Annual Ad Valorem Tax (gen county portion)	75%
Total Estimated Rebate Per Year	102,280.20
Multiplied by # Eligible Years	4
Ad Valorem Tax (general county portion) Estimate =	\$409,120.80
Total Estimated Value of New Tangible Assets	23,758,000
Multiplied by County Millage rate	0.88%
Annual new tangible business personal property tax (gen county portion)	209,070.40
50% Annual new tangible business personal property tax (gen county portion)	50%
Total Estimated Rebate Per Year	104,535.20
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general county portion)	\$418,140.80
REBATE SCHEDULE & PAYOUT	
Total Maximum Possible Incentive:	827,261.60
Rebate will consist of 7 annual installments of:	118,180.23



Parks & Recreation

Executive Summary

Objective:

Adoption of a resolution authorizing the application of a Florida Boating Improvement Program grant

Considerations:

The Florida Boating Improvement Program provides funding through competitive grants for boating access projects and other boating-related activities benefiting motorized vessels in Florida.

The William Guy Lemmon Memorial Park boat ramp (US129/Santa Fe boat ramp) is the only public boat ramp on the Santa Fe River in Suwannee County and improvements to the ramp and adjacent parking facilities will improve boating access for users of the ramp.

Budget Impact:

None

Recommendation:

Staff respectfully requests adoption of the resolution authorizing staff to apply for the Florida Boating Improvement Grant.

Respectfully Submitted:

Alden Rosner, Parks & Recreation Director

Dated:02/26/2026

RESOLUTION NO. _____

**A RESOLUTION OF SUWANNEE COUNTY, FLORIDA TO
APPLY FOR A FLORIDA BOATING IMPROVEMENT
PROGRAM GRANT FROM THE STATE OF FLORIDA,
FISH AND WILDLIFE CONSERVATION COMMISSION
FOR BOATING IMPROVEMENTS AT WILLIAM GUY
LEMMON MEMORIAL PARK BOAT RAMP**

WHEREAS, The Suwannee County Board of County Commissioners desire to apply for a Florida Boating Improvement Program grant from the State of Florida Fish and Wildlife Conservation Commission for boating improvements at the William Guy Lemmon Memorial Park Boat Ramp, Florida; and

WHEREAS, this grant will enable the County to provide erosion control, boat ramp improvements, parking improvements, and increased accessibility for users for the William Guy Lemmon Memorial Park Boat Ramp on the Santa Fe River; and

WHEREAS, there are numerous administrative forms and applications to be signed in connection with this grant,

NOW THEREFORE be it resolved that the County Administrator or his designee is hereby authorized to apply for the Florida Boating Improvement Program grant from the State of Florida Fish and Wildlife Conservation Commission for boating improvements to William Guy Lemmon Memorial Park by completing the application forms and executing required documentation with the Florida Fish and Wildlife Conservation Commission and any other agencies on behalf of Suwannee County Board of County Commissioners, Florida.

SO RESOLVED THIS THE ____ DAY OF _____ 2026, BY UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA.

**BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA**

ATTEST:

Franklin White, Chairman

Barry A. Baker, Clerk of Court

SUWANNEE COUNTY

County Attorney Executive Summary

Objective:

If the County wishes to enter into an economic development agreement and lease with J2911 Development, LLC. execute the attached economic development agreement and Commercial Lease.

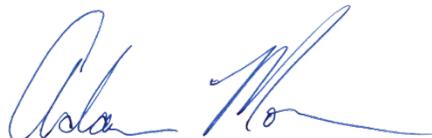
Considerations:

- J2911 Development, LLC. (“J2911”) has approached the County to use 30 acres of County owned property for an economic development project.
- The Chairman, Economic Development Director and an agent of J2911 Development, LLC. negotiated a combined economic development agreement and lease.
- The substance of the agreements is as follows:
 - o J2911 will receive a 10 year lease from the County to use the property
 - o Within 36 months J2911 will make “Substantial Progress” as defined by the economic development agreement to in moving forward with their project.
 - If “Substantial Progress” has been made, J2911 must purchase the property for \$12,000.00 / acre (\$360,000.00).
 - If “Substantial Progress” is not made then the lease is terminated and the property returned to County control.
- The parts of the economic development agreement which detail the purpose or can identify the project being undertaken by J2911 are redacted as it is part of an economic development agreement per FL 288.075.
- The land to be leased is land that was set aside for the wastewater treatment plant spray field – there are no plans to use that property for any other development project save the one with J2911.
- J2911 has already executed both the economic development agreement and the Commercial Lease.

Recommendation

- If the BOCC wants to enter into the economic development agreement and commercial lease negotiated by the Chairman, Economic Development Director and an agent of J2911, execute the attached documents.

Respectfully Submitted,



Adam Morrison
County Attorney

COMMERCIAL LEASE

THIS INDENTURE, made this _____ day of March, 2026 between SUWANNEE COUNTY, a political subdivision of the State of Florida, 224 Pine Avenue, 2nd Floor, Live Oak, Florida 32064 hereinafter referred to as “Lessor” and J2911 DEVELOPMENT, LLC., a corporation, 6480 SE State Road 26, Trenton, Florida 32693. hereinafter referred to as “Lessee”, WITNESSETH:

1. DESCRIPTION AND TERM. The Lessor does hereby lease and demise to the Lessee the property in Live Oak, Suwannee County, Florida, described as follows, to-wit:

All that part of the South $\frac{3}{4}$ of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 26, Township 1 South, Range 12, East Suwannee County, Florida, lying East of the centerline of 169th Road.

Suwannee County Parcel ID No: 26-01S-12E-09700-001000
911 Address: 4698 169th Road, Live Oak, Florida 32060

to have and to hold the same, with the appurtenances thereunto belonging, for the term beginning at 12:01 A.M. on _____, 2026 and ending at 11:59 P.M. on _____, 2036.

2. RENT. Lessee covenants and agree to pay to the Lessor, without demand, and Lessor agrees to accept as rental hereunder the sum of \$1.00 (One Dollar) per year plus applicable sales taxes due no later than 12:00 noon on _____ and delivered to the offices of the Lessor at 224 Pine Avenue, 2nd Floor, Live Oak, Florida 32064 or such other place as Lessor may designate in writing.

3. ECONOMIC DEVELOPMENT AGREEMENT INTEGRATION. Contemporaneous with the execution of this Commercial Lease, the COUNTY is executing an Economic Development Agreement with the Lessee. All the terms and conditions of the Economic Development Agreement are hereby incorporated by reference and considered material terms to this Commercial Lease.

4. TERMINATION OF LEASE FOR FAILURE TO MAKE SUBSTANTIAL PROGRESS TOWARD PROJECT. Thirty-Six (36) months after the execution of this Agreement the Lessee shall have made Substantial Progress – as that term is used

and defined by the Economic Development Agreement – toward the purpose of the Lessee’s project on the leased property or contiguous real property. Should the Lessee fail to make Substantial Progress, this lease shall terminate and Lessee shall vacate the property within 30 days of receipt of written notice that the lease is terminated for failure to make Substantial Progress.

OPTION TO PURCHASE. If, Thirty-Six (36) months after the execution of this Agreement the Lessee has made Substantial Progress - as that term is used and defined by the Economic Development Agreement – toward the purpose of the Lessee’s project on the leased property or contiguous real property, the Lessee shall have the option to purchase the property for the sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) (\$12,000.00 / acre). The Lessee shall exercise this option no later than Forty-Two (42) months after the execution of this Agreement or within six (6) months of receipt of written notice that the Lessee has made Substantial Progress, whichever is sooner. Should the Lessee fail to exercise the option within the time required by this paragraph, the Lease shall terminate and the Lessee shall vacate the property within 30 days.

COVENANTS OF LESSEE. The Lessee does hereby covenant and agree with the Lessor that they will:

- (a) Pay said rental at the time and place in the manner aforesaid.
- (b) Use the property only for those uses reasonably related to achieving the purpose of the Project as that is identified in the Economic Development Agreement.
- (c) Not commit any waste thereon.
- (d) Not use or occupy said premises for any unlawful purpose; and will conform to and obey all present and future laws and ordinances, and all rules, regulation, requirements and orders of all governmental authorities or agencies respecting the use and occupation of the demise premises.
- (e) Not assign this lease, nor sub-rent said premises, nor any part thereof, without the written consent of Lessor. Lessor may unreasonably withhold consent.
- (h) Permit the Lessor to enter upon said premises at reasonable times to examine the condition of the same.
- (i) Indemnify and hold the Lessor harmless from and against any loss,

damage and liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the Lessee, their agents or employees or students.

(j) Pay for all electricity, water, sewer, gas, heat, other utilities and janitorial service used by Lessee.

(k) Leave the premises at the expiration or termination of this lease in as good condition as received, excepting reasonable wear and tear.

(l) The Lessee have inspected the leased premises and noted the condition of it, including all outbuildings, prior to entering this lease and acknowledge the conditions of the leased premises are satisfactory.

(m) Maintain a liability insurance policy insuring its use of the premises in an amount of no less than \$1,000,000.00 dollars. Lessor shall be an additional named insured on any policy.

(n) Nothing in this lease shall grant or confer or confer unto the Lessee the right to lien, mortgage or encumber in any way the real property of the Lessor or any improvements thereon nor subject said property to any encumbrance; the Lessee alone shall be liable and responsible for labor and materials, if any, furnished to the premises by the order of the Lessee or their agents, contractors, or subcontractors and mechanics' or construction liens are expressly prohibited under the Lease.

If, because of any act or omission of Lessee, any mechanics' liens or other liens, charge, order or judgment for the payment of money shall be filed against Lessor or any portion of the demised premises, Lessee shall, at their own cost and expense, cause the same to be discharged or record or bonded, within ten (10) days after written notice from Lessor to Lessee of the filing thereof; and Lessee shall indemnify and save harmless the Lessor against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees, resulting therefrom.

5. COVENANTS OF LESSOR. Lessor does hereby covenant and agree with the Lessee that they will:

(a) Secure the peaceable and quiet possession of the demised premises to Lessee during the term of this lease and any renewal or extension thereof, provided the Lessee shall pay the rental as provided hereinabove and shall keep, observe and perform all of the other covenants of Lessee set out herein.

(b) Promptly pay all real property taxes and assessments levied against the demised premises during the term of this lease when such taxes and assessments shall become due and payable.

6. MUTUAL COVENANTS. It is mutually agreed by and between Lessor and Lessee that:

(a) Lessor may carry such insurance on their personal property on the premises as they may desire during the lease term. In the event of loss by fire or other insurable hazard, any proceeds payable under the policy purchased by Lessor shall be retained by Lessor and Lessee shall have no claim thereto and any proceeds payable under the policy purchased by Lessee shall be retained by Lessee and Lessor shall have no claim thereto.

(b) If during the term hereof the demised premises or any part thereof through no fault of the Lessee be rendered untenable by public authority, or by fire or the elements or other casualty, a proportionate part of the rent herein reserved, according to the extent of untenability, shall be abated and suspended until the premises are again made tenantable and restored to their former condition.

(c) If the demised premises, or any part thereof, are destroyed, taken or damaged by public authority during the lease term, through eminent domain proceedings or otherwise, and any payment shall be made by such public authority therefor, with or without the necessity of judicial proceedings, such payment shall be made exclusively to the Lessor.

(d) If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants, terms, conditions or provisions of this lease, or the Economic Development Agreement, and the Lessee shall fail to remedy such default within ten (10) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises, and again have, repossess and enjoy the same and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine, without prejudice, however, to the right of the Lessor to recover from the Lessee all rent due up to the time of entry. In case of any such default and entry by the Lessor, said Lessor may recover immediately from the Lessee the difference between the rent specified and the fair rental

value of the property for the remainder of the term, reduced to its present worth.

(e) This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties hereto; provided, that no assignment by, from, through or under the Lessee in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

(f) The Lessor shall not be responsible or liable to the Lessee for any loss or damage of personal property placed in the demised premises by Lessee resulting from any cause except such acts attributable directly to the intentional acts of the Lessor.

7. ATTORNEYS' FEES. The parties failing to comply with the terms of this lease shall pay all expenses, including reasonable attorneys' fee, incurred by the other party or parties because of that failure.

IN WITNESS WHEREOF, the parties have hereunto executed this lease, in duplicate, each of which shall be deemed an original for all purposes, under seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

For the Lessor, SUWANNEE COUNTY.

SIGNATURE WITNESS 1

PRINTED NAME WITNESS 1

SIGNATURE WITNESS 2

PRINTED NAME WITNESS 2

Franklin White
Chairman, Suwannee County Board of
County Commissioners

DATE

For the Lessee, J2911 DEVELOPMENT, LLC.

SIGNATURE WITNESS 1

Authorized agent of
J2911 DEVELOPMENT, LLC.

PRINTED NAME WITNESS 1

SIGNATURE WITNESS 2

DATE

PRINTED NAME WITNESS 2

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
SUWANNEE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
J2911 DEVELOPMENT, LLC.

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this ____ day of _____, 2026 (the "Effective Date"), between **J2911 DEVELOPMENT, LLC**, a Florida Corporation, whose mailing address is 6480 SE State Road 26, Trenton, Florida 32693, (the "Company") and **SUWANNEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 224 Pine Avenue, 2nd Floor, Live Oak, Florida 32064, (the "County").

PREMISES FOR AGREEMENT

WHEREAS, the Company wishes to construct up to the maximum buildable acreage a facility with a substantial Capital Investment) within the County (herein the "Project");

WHEREAS, the Project is planned to be located and constructed on multiple parcels in Suwannee County, Florida including Suwannee County Parcel ID No.: 26-01S-12E-09700-00100 which is owned by the County.

WHEREAS, the economy of the County, would greatly benefit from the location of the Project, which will provide employment to residents and citizens of the County, increased ad valorem taxes, non-ad valorem assessments, and general economic growth;

WHEREAS, it is the legitimate business and public policy of the local and State governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purposes of alleviating unemployment and promoting the local and State economy through the location of new and expanded businesses within Suwannee County and the State of Florida;

WHEREAS, the Company has requested and the County desires to lease County-owned real property for the Project to be located inside Suwannee County, subject to certain protections of the County's investment in the event development of the Project does not timely commence.

NOW, THEREFORE, in consideration of the premises and the sum of TEN and No/100 DOLLARS (\$10.00) and other valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

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

2) **SITE AND PROJECT.** The project site will be located in and around the "Catalyst Site" in Suwannee County, and will include Suwannee County Parcel ID No.: 26-01S-12E-09700-00100.

3) **LEASE OF PARCEL.** As part of this economic development agreement, the County will lease Suwannee County Parcel ID No.: 26-01S-12E-09700-00100 to the Company for a period of 10 years. The terms of the lease are considered a material part

of this agreement and are hereby incorporated fully herein. These terms shall apply to this agreement with full force and respect even if the lease is executed after the execution of this agreement and any amendments to the lease shall also be an amendment to this agreement.

4) **PURPOSE OF PROJECT.**

[REDACTED]

[REDACTED]

5) **SUBSTANTIAL PROGRESS** – “Substantial Progress” as that term is used in this agreement and the lease shall mean the **completion** of 3 of the 4 Project benchmarks identified in paragraph 6 below.

6) **PROJECT BENCHMARKS** – The Project benchmarks to be used for purposes of determining whether the Company has made “Substantial Progress” shall consist of the following 4 criteria

a)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



7) **COUNTY'S DETERMINATION OF SUBSTANTIAL PROGRESS IS BINDING** – Due to the inherent ambiguity in determining whether the various benchmark's have been achieved, the County Administrator or his designee shall have the exclusive authority to determine whether the "Substantial Progress" benchmarks have been achieved. Unless the Company can prove by clear and convincing evidence that the County Administrator or his designee made the determination in bad faith, that determination shall be binding on both parties.

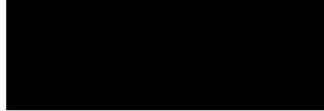
8) **REPRESENTATIONS AND ASSURANCES.** As consideration for entering into this Agreement, each of the parties, to the extent designated in each of the paragraphs below, make the following representations and assurances:

- a) The Company shall, at its expense, construct capital improvements upon the consistent with the purpose of the project.
- b) The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida and the names of the executives of the Company.
- c) The Company has all requisite powers, authority, licenses, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this Agreement has been duly executed and delivered by signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.
- d) Neither the Company nor the County has received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.

9) **AMENDMENT.** This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the County.

- 10) **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing and mailed with postage prepaid to the following addresses.

If to Company: J2911 Development, LLC



If to County: Suwannee County
224 Pine Avenue
2nd Floor
Live Oak, Florida 32064
Attn: County Administrator

- 11) **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the objectives contemplated by this Agreement.
- 12) **DEFAULT AND REMEDIES.** In the event of any breach of this Agreement, the terms of the contemporaneously executed Commercial Lease shall apply.
- 13) **OTHER CONSIDERATIONS.** This Agreement is not intended to be and shall not be construed as a limitation upon the Company's right to obtain any other rights, privileges, or benefits for which it might qualify under applicable law and, except as otherwise provided herein, all benefits, whether conveyed herein or by applicable law, are intended to be cumulative.
- 14) **LIMITATION ON ASSIGNMENT.** Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by a party without the prior written consent and approval of the other parties, and such consent may be unreasonably withheld or delayed, except that the Company may assign this Agreement to an affiliate of the Company. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.
- 15) **OTHER.**
- a) The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.

- b) No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.
 - c) If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.
 - d) The Company represents that it intends to comply with all applicable federal, state and local laws, rules, regulations and ordinances governing the Project.
 - e) This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.
 - f) This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.
 - g) Except as otherwise provided herein, each of the parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.
 - h) Any covenant or agreement contained in this Agreement between the parties may be amended only by a written instrument executed by the parties. Any condition precedent to a party's obligations hereunder may be waived in writing by such party.
 - i) All Exhibits attached hereto are incorporated herein by reference.
 - j) This Agreement and the Exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.
 - k) Neither this Agreement nor any memorandum hereof shall be recorded unless and until the Company purchases the property identified in the Commercial Lease under the terms stated therein.
- 16) **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, the County as a political subdivision of the State of Florida, and the Company are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages,

even if the party has been advised that such damages are possible and neither party shall be liable to the other for lost profits or lost revenues.

- 17) **ATTORNEY'S FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction contemplated by this Agreement. Should either party file suit to enforce any provisions of this Agreement, then the prevailing party in such litigation shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.
- 18) **VENUE.** The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be the State Court of appropriate jurisdiction in and for Suwannee County, Florida.
- 19) **TERM AND TERMINATION.** The term of this Agreement shall begin on the Effective Date and shall terminate twelve (12) months after the completion date of the Project, unless terminated earlier as provided herein. This agreement shall be effective upon taking possession of the property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

J2911 DEVELOPMENT, LLC.

Signature

Printed Name

Title, as authorized agent of **J2911 DEVELOPMENT, LLC.**

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ of J2911 DEVELOPMENT, LLC. , who _____ is personally known to me or _____ has provided _____ as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC
My Commission Expires: _____

SUWANNEE COUNTY, FLORIDA

FRANKLIN WHITE, CHAIRMAN
Suwannee County Board of County Commissioners

Attest: _____
Hon. Barry Baker
Clerk of Court

Approved as to form and legality:

Adam Morrison
County Attorney



Public Works

Executive Summary

Objective:

Execute four Florida Department of Corrections' Interagency/Public Works Agreements for four work crews.

Considerations:

These agreements last three years each.

The four agreements are identical. One is required for each crew of up to five.

Budget Impact:

Budgeted Item

Recommendation:

Approval of four (4) Florida Department of Corrections' Interagency/Public Works Agreements for four work crews.

Respectfully Submitted:

Brenda Flanagan, Public Works Director

Dated:03/10/2026

**FLORIDA DEPARTMENT OF CORRECTIONS'
INTERAGENCY/PUBLIC WORKS AGREEMENT
(LOCAL AGREEMENT)**

This Local Agreement is between the State of Florida, Department of Corrections, through its institution/facility, Suwannee Correctional Institution(hereinafter referred to as "Department"), and the Suwannee County Road Department (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

_____ Value Added X Cost Savings

I. TERM

This Agreement shall begin on the last signature by all parties, or the date on which it is signed by both parties, whichever is later, and shall end at midnight three (3) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. FINANCIAL OBLIGATIONS

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

III. DEPARTMENT'S RESPONSIBILITIES

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide work squad(s) up to 5 inmates each workday for the period of the Local Agreement. Community custody (); Minimum custody (); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide _____ vehicle(s) and _____ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.
- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Agreement Manager.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- X 3. Provide transportation of inmates each workday to and from the work site.

- X 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
- X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
- X 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
- X 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
- X 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
- X 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
- X 10. Provide drinking water for inmates.
- X 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
- X 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- X 13. Agency hereby agrees to be liable for, and shall indemnify, defend, and hold the Department harmless from all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
- X 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X** 15. It is the intent of this Local Agreement that the agency/work squad always has and maintains communications with the institution. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: Cellular Phone

- X** 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X** 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X** 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

V. AGREEMENT MANAGEMENT

A. Department’s Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Field Office Manager
 Location: Suwannee Correctional Institution
 Address: 5964 US Hwy 90
 Live Oak, Fl 32060
 Telephone #: 386-963-6866
 Fax #: N/A

B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

C. Department’s Agreement Administrator:

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator
 Bureau of Procurement
 Florida Department of Corrections
 501 South Calhoun Street
 Tallahassee, Florida 32399-2500
 Telephone: (850)717-3700
 Email: ContractAdmin@fdc.myflorida.com

D. Agency’s Representative

The name, title, address and telephone number of the Agency’s Representative is:

Name: Franklin White
 Title: Chairman, Suwannee County Board of County Commissioners
 Address: 224 Pine Avenue
 Live Oak, Florida 32060
 Telephone #: 386-364-3450
 Fax #: 386-362-1032
 E-mail:

VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency’s refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Disputes

Any dispute concerning performance of the Agreement shall be resolved informally by the Department’s Agreement Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department’s Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department’s Contract Administrator and Department’s Agreement Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

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

AGENCY: SUWANNEE COUNTY ROAD DEPARTMENT

NAME:
(PRINTED) FRANKLIN WHITE

TITLE: CHAIRMAN SUWANNEE COUNTY BOARD OF COUNTY COMMISSION

DATE:

FEID #:

SIGNED BY: _____

DEPARTMENT OF CORRECTIONS

NAME:
(PRINTED) JARED COX

TITLE: **Warden**
Department of Corrections

DATE:

SIGNED BY:  _____

NAME:
(PRINTED) HOPE GARTMAN

TITLE: **Assistant Deputy Secretary of Institutions**
Department of Corrections

DATE:

SIGNED BY: _____

**FLORIDA DEPARTMENT OF CORRECTIONS'
INTERAGENCY/PUBLIC WORKS AGREEMENT
(LOCAL AGREEMENT)**

This Local Agreement is between the State of Florida, Department of Corrections, through its institution/facility, Suwannee Correctional Institution(hereinafter referred to as "Department"), and the Suwannee County Road Department (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

_____ Value Added X Cost Savings

I. TERM

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- N/A 4. Provide _____ vehicle(s) and _____ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.
- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Agreement Manager.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- X 3. Provide transportation of inmates each workday to and from the work site.

- X 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
- X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
- X 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
- X 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
- X 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
- X 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
- X 10. Provide drinking water for inmates.
- X 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
- X 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- X 13. Agency hereby agrees to be liable for, and shall indemnify, defend, and hold the Department harmless from all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
- X 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad always has and maintains communications with the institution. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: Cellular Phone

- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

V. AGREEMENT MANAGEMENT

A. Department’s Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Field Office Manager
 Location: Suwannee Correctional Institution
 Address: 5964 US Hwy 90
 Live Oak, Fl 32060
 Telephone #: 386-963-6866
 Fax #: N/A

B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

C. Department’s Agreement Administrator:

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator
 Bureau of Procurement
 Florida Department of Corrections
 501 South Calhoun Street
 Tallahassee, Florida 32399-2500
 Telephone: (850)717-3700
 Email: ContractAdmin@fdc.myflorida.com

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Franklin White
 Title: Chairman, Suwannee County Board of County Commissioners
 Address: 224 Pine Avenue
 Live Oak, Florida 32060
 Telephone #: 386-364-3450
 Fax #: 386-362-1032
 E-mail:

VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Disputes

Any dispute concerning performance of the Agreement shall be resolved informally by the Department's Agreement Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Agreement Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

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

AGENCY: SUWANNEE COUNTY ROAD DEPARTMENT

NAME:
(PRINTED) FRANKLIN WHITE

TITLE: CHAIRMAN SUWANNEE COUNTY BOARD OF COUNTY COMMISSION

DATE:

FEID #:

SIGNED BY: _____

DEPARTMENT OF CORRECTIONS

NAME:
(PRINTED) JARED COX

TITLE: **Warden
Department of Corrections**

DATE:

SIGNED BY: _____ 

NAME:
(PRINTED) HOPE GARTMAN

TITLE: **Assistant Deputy Secretary of Institutions
Department of Corrections**

DATE:

SIGNED BY: _____

**FLORIDA DEPARTMENT OF CORRECTIONS'
INTERAGENCY/PUBLIC WORKS AGREEMENT
(LOCAL AGREEMENT)**

This Local Agreement is between the State of Florida, Department of Corrections, through its institution/facility, Suwannee Correctional Institution(hereinafter referred to as "Department"), and the Suwannee County Road Department (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

_____ Value Added X Cost Savings

I. TERM

This Agreement shall begin on the last signature by all parties, or the date on which it is signed by both parties, whichever is later, and shall end at midnight three (3) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. FINANCIAL OBLIGATIONS

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

III. DEPARTMENT'S RESPONSIBILITIES

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide work squad(s) up to 5 inmates each workday for the period of the Local Agreement. Community custody (); Minimum custody (); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide _____ vehicle(s) and _____ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.
- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Agreement Manager.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- X 3. Provide transportation of inmates each workday to and from the work site.

- X 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
- X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
- X 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
- X 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
- X 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
- X 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
- X 10. Provide drinking water for inmates.
- X 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
- X 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- X 13. Agency hereby agrees to be liable for, and shall indemnify, defend, and hold the Department harmless from all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
- X 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X** 15. It is the intent of this Local Agreement that the agency/work squad always has and maintains communications with the institution. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: Cellular Phone

- X** 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X** 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X** 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

V. AGREEMENT MANAGEMENT

A. Department’s Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Field Office Manager
 Location: Suwannee Correctional Institution
 Address: 5964 US Hwy 90
 Live Oak, Fl 32060
 Telephone #: 386-963-6866
 Fax #: N/A

B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

C. Department’s Agreement Administrator:

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator
 Bureau of Procurement
 Florida Department of Corrections
 501 South Calhoun Street
 Tallahassee, Florida 32399-2500
 Telephone: (850)717-3700
Email: ContractAdmin@fdc.myflorida.com

D. Agency’s Representative

The name, title, address and telephone number of the Agency’s Representative is:

Name: Franklin White
 Title: Chairman, Suwannee County Board of County Commissioners
 Address: 224 Pine Avenue
 Live Oak, Florida 32060
 Telephone #: 386-364-3450
 Fax #: 386-362-1032
 E-mail:

VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency’s refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Disputes

Any dispute concerning performance of the Agreement shall be resolved informally by the Department’s Agreement Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department’s Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department’s Contract Administrator and Department’s Agreement Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

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

AGENCY: SUWANNEE COUNTY ROAD DEPARTMENT

NAME:
(PRINTED) FRANKLIN WHITE

TITLE: CHAIRMAN SUWANNEE COUNTY BOARD OF COUNTY COMMISSION

DATE:

FEID #:

SIGNED BY: _____

DEPARTMENT OF CORRECTIONS

NAME:
(PRINTED) JARED COX

TITLE: **Warden
Department of Corrections**

DATE:

SIGNED BY:  _____

NAME:
(PRINTED) HOPE GARTMAN

TITLE: **Assistant Deputy Secretary of Institutions
Department of Corrections**

DATE:

SIGNED BY: _____

**FLORIDA DEPARTMENT OF CORRECTIONS'
INTERAGENCY/PUBLIC WORKS AGREEMENT
(LOCAL AGREEMENT)**

This Local Agreement is between the State of Florida, Department of Corrections, through its institution/facility, Suwannee Correctional Institution(hereinafter referred to as "Department"), and the Suwannee County Road Department (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

_____ Value Added X Cost Savings

I. TERM

This Agreement shall begin on the last signature by all parties, or the date on which it is signed by both parties, whichever is later, and shall end at midnight three (3) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. FINANCIAL OBLIGATIONS

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

III. DEPARTMENT'S RESPONSIBILITIES

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide work squad(s) up to 5 inmates each workday for the period of the Local Agreement. Community custody (); Minimum custody (); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide _____ vehicle(s) and _____ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.
- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

- 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Agreement Manager.
- 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- 3. Provide transportation of inmates each workday to and from the work site.

- X 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
- X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
- X 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
- X 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
- X 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
- X 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
- X 10. Provide drinking water for inmates.
- X 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
- X 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- X 13. Agency hereby agrees to be liable for, and shall indemnify, defend, and hold the Department harmless from all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
- X 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad always has and maintains communications with the institution. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department’s Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: Cellular Phone

- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- X 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) “Other” special considerations regarding activities of the work squad may be based on work location, etc.

V. AGREEMENT MANAGEMENT

A. Department’s Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department’s Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department’s Agreement Manager for this Local Agreement is:

Title: Field Office Manager
 Location: Suwannee Correctional Institution
 Address: 5964 US Hwy 90
 Live Oak, Fl 32060
 Telephone #: 386-963-6866
 Fax #: N/A

B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

C. Department’s Agreement Administrator:

The title, address, and telephone number of the Department’s Agreement Administrator is:

Contract Administrator
 Bureau of Procurement
 Florida Department of Corrections
 501 South Calhoun Street
 Tallahassee, Florida 32399-2500
 Telephone: (850)717-3700
 Email: ContractAdmin@fdc.myflorida.com

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Franklin White
 Title: Chairman, Suwannee County Board of County Commissioners
 Address: 224 Pine Avenue
 Live Oak, Florida 32060
 Telephone #: 386-364-3450
 Fax #: 386-362-1032
 E-mail:

VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Disputes

Any dispute concerning performance of the Agreement shall be resolved informally by the Department's Agreement Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Agreement Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

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

AGENCY: Suwannee County Road Department

NAME:
(PRINTED) **Franklin White**

TITLE: **Chairman Suwannee County Board of
County Commission**

DATE:

FEID #:

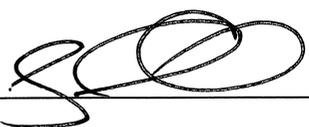
SIGNED BY: _____

**DEPARTMENT OF CORRECTIONS
Suwannee Correctional Institution**

NAME:
(PRINTED) **Jared Cox**

TITLE: **Warden
Department of Corrections-Suwannee CI**

DATE:

SIGNED BY:  _____

NAME:
(PRINTED) **Hope Gartman**

TITLE: **Assistant Deputy Secretary of Institutions
Department of Corrections**

DATE:

SIGNED BY: _____



Public Works

Executive Summary

Objective:

Approval and execution of CR 137 Widening and Resurfacing from US 90 to CR 136 CEI Services with Locklear

Considerations:

Approximately 5% of the total project cost, which is within the industry norm.

Budget Impact:

None, \$350,000 to be paid by FDOT grant funds.

Recommendation:

Staff respectfully recommend the approval and execution of Locklear's CR 137 CEI task order in amount of \$350,000.

Respectfully Submitted:

Brenda Flanagan, Public Works Director

Dated:03/06/2026

LOCKLEAR

March 6, 2026

Ms. Brenda Flanagan
Suwannee County Administration
13150 80th Terrace
Live Oak, Florida 32060

RE: Proposal to Provide Construction Engineering Inspection Services
County Road 137 Widening and Resurfacing.

Dear Ms. Flanagan:

Locklear & Associates, Inc. (Locklear) is pleased to present this proposal for professional services to Suwannee County (County). This proposal describes the professional construction engineering inspection (CEI) services to be provided by Locklear during the widening and resurfacing of County Road 137 funded by the Florida Department of Transportation (#426034-2), hereinafter the "Project".

Scope of Services

The Project involves improvements to approximately 6.5 miles of County Road 137 including widening and resurfacing from State Road 10 (US 90) to County Road 136. Construction will be done in accordance with the design plans to be prepared by Pitman Engineering.

Locklear will provide construction engineering inspection services in accordance with Florida Department of Transportation standard procedures. The services will include the following:

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

LOCKLEAR

Fee

The scope of services described herein will be completed for a lump sum fee of \$350,000, which equates to approximately 5% of the total project cost. Locklear will provide monthly invoices of equal amounts to be determined by the length of the contractor's schedule.

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

Sincerely,



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

BOARD of COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Franklin White
Chairman

Attest:

BARRY BAKER
Clerk of Court



Public Works

Executive Summary

Objective:

Declaration of four pickups and one dump truck as surplus to be auctioned.

Considerations:

The dump truck was totaled.

The pickup trucks are past serviceable life.

Budget Impact:

NA

Recommendation:

Staff respectfully requests the Board declare items in attachment as surplus and to be sold at auction.

Respectfully Submitted:

Brenda Flanagan, Public Works Director

Dated:03/09/2026

Serial Number	Description	Property card #	Model
2FTRX18W34CA93709	2004 Ford Pickup	304785	F150
1FDXF46F8YED67769	2000 Ford Pickup	304309	F450
1FTRF18W61KB07533	2001 Ford Pickup	3562	F150
1FDAF56P37EA86806	2007 Ford Pickup	305433	F550
1FTPW14V07KC94622	2007 Ford Pickup	305485	F150
1M2GR4GC7LM018516	2020 Mack Dump Truck	4674	GR64B

SUWANNEE COUNTY

County Attorney
Executive Summary

Objective:

If the BOCC wants to authorize a “burn ban” when circumstances warrant, enact the proposed resolution.

Considerations:

- Surrounding counties have enacted burn bans due to drought conditions in Florida.
- The County has issued a “burn notice” requesting people not to burn due to dry conditions.
- Without an authorizing ordinance, the County does not have the authority to formally issue a burn ban.
- The proposed ordinance makes the adoption or repeal of any burn ban strictly subject to the approval or ratification of the Board of County Commissioners.

Recommendation

- If the BOCC wants to give the County the authority to impose an enforceable burn ban, enact the proposed ordinance.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Adam Morrison', with a long horizontal flourish extending to the right.

Adam Morrison
County Attorney

AN ORDINANCE AUTHORIZING THE BANNING OF BURNING OR SIMILAR ACTIVITIES WITHIN SUWANNEE COUNTY; PROVIDING PROCEDURES FOR ENFORCEMENT OF A BURN BAN; PROVIDING PROCEDURES FOR REPEAL OF A BURN BAN AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Suwannee County (hereinafter the "County") is a non-charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the County is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law; and,

WHEREAS, the Board of County Commissioners of the County, (hereinafter the "Board") is the governing body of the County; and,

WHEREAS, surrounding counties have instituted bans on burning due to drought conditions; and,

WHEREAS, the Board of County Commissioners is charged with protecting the property and people in Suwannee County; and,

WHEREAS, a burn ban – when circumstances merit such a ban –can protect the property and people of Suwannee County; and,

WHEREAS, enforcement of a burn ban by making a knowing violation of a burn ban a second-degree misdemeanor is codified in Florida Statutes. See i.e.: Florida Statute § 590.081(4).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AS FOLLOWS:

1) The above recitals are hereby incorporated into this ordinance as if restated herein and constitute the legislative findings and intent of the Board of County Commissioners (hereinafter the "Board") of Suwannee County, Florida (hereinafter the "County").

2) Chapter 34 of the Code of Ordinances of Suwannee County, a chapter reserved for Fire Prevention and Protection, is hereby amended to include an Article IV – BURN BAN which shall include the following provisions

Chapter 34, Article IV – BURN BAN

Sec. 34 – 70 – Definitions

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a) *Board of County Commissioners*: the Board of County Commissioners of Suwannee County, Florida

b) *Burn ban*: The prohibition of any and all open and recreational fires except for those expressly exempted by such burn ban

c) *Fire Chief*: Individual designated by the County Administrator as the Suwannee County Fire Chief and who is authorized to enforce the Florida Fire Prevention Code.

d) *Fire Chief's designee*: Individual designated by the fire chief to declare burn bans and who is authorized to enforce the Florida Fire Prevention Code.

e) *Fire department burn ban*: A "burn ban" declared by the Suwannee County Fire Chief or the fire chief's designee pursuant to this article.

f) *Fire hazard conditions*: Atmospheric conditions on the basis of applicable data and indicators including without limitations of over fifty (50) per cent of Suwannee County having an average of five hundred (500) on the Keetch-Byram Drought Index and local circumstances which increase the likelihood of uncontrolled fires and brush fires.

g) *Open fires*: Includes, without limitation, campfires, bonfires, unpermitted controlled burns, burning of yard and household trash, burning of construction debris, burning of organic debris and igniting of fireworks unless expressly exempted from the burn ban.

h) *Recreational fire*: Noncommercial burning of material other than for religious or ceremonial purposes which is not contained in a barbecue grill or a barbecue pit and the total fuel area is not exceeding three (3) feet in diameter and two (2) feet in height.

Sec. 34 – 71 – Procedure requirements for the fire chief or fire chief's designee to declare a burn ban.

a) *Declaration of a burn ban by the Suwannee County Fire Department*. During times of fire hazard conditions the fire chief or the fire chief's designee may prohibit any and all open and recreational fires in Suwannee County, except for any burning that is conducted pursuant to a state-issued permit by declaring a burn ban.

b) *Required publication of a "fire department burn ban."* The declaration of the burn ban will be published on the county's website on the county's homepage with a link to the burn ban.

c) *Effective date of a "fire department burn ban."* The burn ban shall be effective on the date it is signed and filed with the office of the clerk of the board of county commissioners.

d) *Requirement of a burn ban to be approved by resolution by the Board of County Commissioners*. Such burn ban shall be placed on the next Board of County

Commissioner's regular agenda to be approved by resolution of the Board. Failure of the Board to approve the burn ban by resolution at its next regular meeting shall act as an immediate repeal of such burn ban. Repeal of such burn ban pursuant to this section shall meet the notice requirements of subsection 34-74(b) of this article.

e) *Temporary suspension of declared fire department burn ban.* The fire chief or the fire chief's designee is authorized to suspend a declared fire department burn ban from time to time without the need for further action by the board of county commissioners as long as any one suspension does not exceed seven (7) days. The board of county commissioners by resolution may suspend a declared fire department burn ban to a date certain.

Sec. 34 – 72 – Applicability

A fire department burn ban shall apply in all unincorporated areas of Suwannee County, within the corporate limits of all municipalities subject to the Suwannee County Fire assessment and within the corporate limits of each municipality in which the governing body:

a) Certifies that the municipality has no charter provisions or ordinance which is in conflict with this section; and

b) Adopts an ordinance authorizing the head administrator or other designee to opt in or out of a fire department burn ban.

Twenty-four (24) hours prior to declaring a fire department burn ban, the fire chief or fire chief's designee shall notify the head administrator or designee of those municipalities which have adopted an ordinance in accordance with this section of the intent to declare a fire department burn ban. Within twenty-four (24) hours of receiving notification from the fire chief or the fire chiefs designee, the head administrator or designee of the municipality shall inform the fire chief or fire chiefs designee whether the municipality desires to opt in or out of the proposed fire department burn ban. Only the unincorporated areas of Suwannee County, the municipalities subject to the Suwannee County Fire Assessment, and those municipalities in which the head administrator or designee has informed the fire chief or fire chief's designee of the municipality's desire to opt in shall be subject to a declared fire department burn ban and shall be included in the required publication of a fire department burn ban.

A municipality that either fails to inform the fire chief or fire chief designee of its desire to opt in a fire department burn ban or previously informs the fire chief or fire chiefs designee of its desire to opt out of a fire department burn ban may opt in prior to the repeal of the fire department burn ban by the head administrator or designee of the municipality informing the fire chief or fire chiefs designee of the municipality's desire to be included in a declared fire department burn ban and the municipality being included in one of the two (2) required notices published by the fire chief or fire chiefs designee pursuant to this section or by the municipality

publishing one notice of opting in the declared fire department burn ban in a newspaper of general circulation in Suwannee County. The fire department burn ban shall be effective in the corporate limits of the municipality on the date of publication of the notice.

Sec. 34 – 73 – Penalty

Any person who knowingly refuses to comply with or violates a fire department burn ban shall be in violation of this article and shall be punished according to law and, upon conviction for such offense, shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment by a term not to exceed sixty (60) days in the county jail or both.

Sec. 34 – 74 – Procedure to repeal a fire department burn ban.

a) *Repeal of a fire department burn ban by the Suwannee County Fire Chief or the Fire Chief's designee.* The fire chief or the fire chief's designee upon abatement of the fire hazard conditions may repeal a fire department burn ban.

b) *Required publication of a notice of a repeal of a "fire department burn ban."* The fire chief or the fire chief's designee shall immediately publish the notice of a repeal of a fire department burn ban on the county's website on the county's homepage. A link to the notice of a repeal of a fire department burn ban will be published on the county's homepage.

c) *Effective date of the repeal.* The repeal of the burn ban shall be effective on the date it is signed and filed with the office of the clerk of the Board of County Commissioners.

d) *Requirement of a repeal of a fire department burn ban to be approved by resolution by the Board of County Commissioners.* Such repeal shall be placed on the next Board of County Commissioner's next regular agenda to be approved by resolution of the Board. Failure of the Board to approve the repeal of a burn ban by resolution at its regular meeting shall act as immediately reinstating such burn ban. Reinstatement of a burn ban pursuant to this section shall meet the notice requirements of subsection 34-74(b) of this article.

e) *Repeal of a fire department burn ban by the board of county commissioners.* Notwithstanding subsection 34-74(a) of this article, the Board of County Commissioners may, on its own initiative, repeal a fire department burn ban by resolution. Such repeal shall be effective immediately and meet the notice requirements of subsection 34-74(b) of this article.

3) All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

4) It is declared to be the intent of the Board that if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holdings shall not effect the

validity of the remaining portions hereof.

5) The Board of County Commissioners intends that this ordinance shall be made part of the Codified Ordinances of Suwannee County; and that sections of this ordinance can be renumbered or relettered and that the word "ordinance" can be changed to "section", "article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Attorney, or his designee, without the need for a public hearing.

6) This ordinance shall become effective upon passage.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____, 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

Barry A. Baker
County Clerk

Franklin White
Chairperson

SUWANNEE COUNTY

County Attorney
Executive Summary

Objective:

Execute the attached letter voicing the BOCC objection to Water First North Florida Project.

Considerations:

- The BOCC asked me to draft a letter on their behalf to the SRWMD objecting to the Water First North Florida Project.
- I prepared the attached letter.
- SRWMD compares the Water First North Florida project to two “proven” projects The Sweetwater Wetlands Project takes water from a creek which takes water runoff from the streets of Gainesville and is focused almost exclusively on reducing nitrogen in water. The Black Creek Project takes water runoff from Black Creek during wet weather high flow periods. Neither project takes “treated” wastewater and the scale of the Water First North Florida Project exceeds those projects by an order of magnitude.
- It avoids a scientific debate which would invite being “corrected.”

Recommendation:

If the letter is acceptable to the members of the BOCC, execute the letter and send to the SRWMD.

Respectfully Submitted,



Adam Morrison
County Attorney



Board of County Commissioners

224 Pine Avenue, 2nd Floor, Live Oak, Florida 32064
Franklin White, Chairman

March 17, 2025

Hugh Thomas
Executive Director
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

Re: Suwannee County's Objection to Water First North Florida Project

Dear Mr. Thomas,

As a unanimous board we are writing to you – individually, as County Commissioners and on behalf of all the citizens of Suwannee County - to voice our strong objection to proceeding with the Water First North Florida Project.

We agree that the Floridan Aquifer needs to be able to provide adequate water for our citizens, farmers and tourists. We all recognize that the aquifer sustains the people and economy of North Florida and beyond.

Water First North Florida proposes to transfer 40 million gallons of “treated” wastewater from Jacksonville into the aquifer. You assert that this method has been “proven” at the Sweetwater Wetlands Project and Black Creek Water Resource Development. That is simply not true as both of those projects use wetlands to cleanse run off – not chemically “treated” water. To be blunt, those projects are not receiving sewer water like you are planning to use for the Water First North Florida Project. Even if they were similar projects, the difference in scale compared to Water First North Florida negates any reasonable comparison.

When your representative was asked questions about the safety of the “treated” water, he kept saying he was not a scientist so he could not answer any questions, but we should simply trust that the water will be safe. That is not a risk North Florida can afford to take.

Once the spigot is turned on, it is impossible to predict the consequences which will impact literally every person in the area. Our citizens should not suffer the consequences of such hubris.

Sincerely,

Don Hale
District 1

Clyde Flemming
District 2

Travis Land
District 3

Leo Mobley
District 4

Franklin White
District 5



County Administration

Executive Summary

Objective:

Recommendation Bid Award of Two (2) Demolition/Replacement Homes.

Considerations:

BACKGROUND:

- Suwannee County has been awarded a \$ 750,000.00 CDBG (Community Development Block Grant) in the Housing Rehabilitation Category to repair or replace a minimum of Eleven (11) Low to Moderate Income (LMI -below 80% of area median income) owner occupied homes located in Unincorporated Suwannee County.
- The CDBG Program requires that all code violations, health and safety items, and Section 8 Housing Standards be addressed on all homes where CDBG funds will be utilized. Suwannee County received an extra 75 points in the CDBG Housing Application for requiring “green” elements be addressed on each home.
- Suwannee County committed \$ 50,000.00 of local SHIP funding as leverage in the grant application for this project.
- Suwannee County has hired Fred Fox Enterprises, Inc. to assist in the Administration of the County’s CDBG Housing Grant.

GENERAL BID INFORMATION

- Suwannee County CDBG Housing bid opportunity Bid Group #1 was advertised in the Gainesville Sun on January 14, 2026. A mass email was also sent to local and surrounding counties MBE/WBE firms notifying them of the bid opportunity.
- Ten (10) Construction firms attended the mandatory pre-bid on January 21, 2026.
- The Contractor(s) recommended for award has been verified to be licensed and is not on the excluded parties list for federally funded projects

Budget Impact:

Grant Funded.

- Home #1: \$157,500
- Home #2: \$158,000

Recommendation:

Award demolition/replacement of two homes under CDBG-HR to the lowest qualified respondent, Jeff White Construction.

Respectfully Submitted:
Jason Furry, County Administrator

Dated:03/09/2026

**SUWANNEE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST**

MEETING DATE: March 17, 2026

PRESENTER: David Fox, Fred Fox Enterprises, Inc

AGENDA ITEM: CDBG Housing Grant #23DB-H12

- 1) Recommendation Bid Award of Two (2) Demolition/Replacement Homes

BACKGROUND: Suwannee County has been awarded a \$ 750,000.00 CDBG (Community Development Block Grant) in the Housing Rehabilitation Category to repair or replace a minimum of Eleven (11) Low to Moderate Income (LMI -below 80% of area median income) owner occupied homes located in Unincorporated Suwannee County.

The CDBG Program requires that all code violations, health and safety items, and Section 8 Housing Standards be addressed on all homes where CDBG funds will be utilized. Suwannee County received an extra 75 points in the CDBG Housing Application for requiring “green“ elements be addressed on each home.

Suwannee County committed \$ 50,000.00 of local SHIP funding as leverage in the grant application for this project.

Suwannee County has hired Fred Fox Enterprises, Inc. to assist in the Administration of the City’s CDBG Housing Grant.

GENERAL BID INFORMATION

Suwannee County CDBG Housing bid opportunity Bid Group #1 was advertised in the Gainesville Sun on January 14, 2026. A mass email was also sent to local and surrounding counties MBE/WBE firms notifying them of the bid opportunity

Ten (10) Construction firms attended the mandatory pre-bid on January 21, 2026.

The Contractor(s) recommended for award has been verified to be licensed and is not on the excluded parties list for federally funded projects.

CDBG AGENDA ITEM #1 - Recommendations for Award Demolition – Replacement Home Home #1 - CDBG Housing Grant Demolition and New Home Construction – Low Bidder

Owner	Contractor	Bid Amount
Audrey Green 3249 161 st Road Live Oak, FL	Jeff White Construction	\$157,500.00

Action Recommendation Grant Manager:

Recommend to award Demolition/New Home Construction of 3249 161st Road, Live Oak, FL. to Jeff White Construction, the low qualified bidder, in the total amount of One Hundred Fifty-Seven Thousand, Five Hundred and 00/100 Dollars (\$157,500.00).

Bid includes existing home demolition (\$10,000.00), construction base bid of a new home 2 bedroom/1 bath, minimum 900 square foot concrete block home (\$147,500.00).

Bid is within 15% of Fred Fox Enterprises, Inc. cost estimate.

Recommendation includes approval for the BCC Chairman to sign the Site-Specific Environment Statutory Worksheet Package for 3249 161st Road, Live Oak, FL once completed.

Record must reflect:

- That the award is contingent upon Florida Commerce site-specific environmental release approval for the demolition and construction on the property
- That the BCC understands and approves the low bid amount exceeding the Suwannee County Housing Assistance Plan (HAP) maximum 900 square foot 2-bedroom 1-bath replacement home amount of \$115,000.00 and that the County’s CDBG Housing Specialist recommends the bid for award exceeding the maximum HAP amount.

CDBG AGENDA ITEM #2 - Recommendations for Award Demolition – Replacement Home Home #2 - CDBG Housing Grant Demolition and New Home Construction – Low Bidder

Owner	Contractor	Bid Amount
Thomas Taylor 9903 134 th Terrace Live Oak, FL	Jeff White Construction	\$158,000.00

Action Recommendation Grant Manager:

Recommend to award Demolition/New Home Construction of 9903 134th Terr, Live Oak, FL. to Jeff White Construction, the low qualified bidder, in the total amount of One Hundred Fifty-Eight Thousand and 00/100 Dollars (\$158,000.00).

CDBG HOUSING REHAB AGENDA ITEM REQUEST

Bid includes existing home demolition (\$11,500.00), construction base bid of a new home 2 bedroom/1 bath, minimum 900 square foot concrete block home (\$146,500.00).

Bid is within 15% of Fred Fox Enterprises, Inc. cost estimate.

Recommendation includes approval for the BCC Chairman to sign the Site-Specific Environment Statutory Worksheet Package for 9903 134th Terr, Live Oak, FL once completed.

Record must reflect:

- That the award is contingent upon Florida Commerce site-specific environmental release approval for the demolition and construction on the property
- That the BCC understands and approves the low bid amount exceeding the Suwannee County Housing Assistance Plan (HAP) maximum 900 square foot 2-bedroom 1-bath replacement home amount of \$115,000.00 and that the County's CDBG Housing Specialist recommends the bid for award exceeding the maximum HAP amount.

**SUWANNEE COUNTY – CDBG HOUSING GRANT
 BID GROUP #1 - BID TAB**

Date: February 17, 2026

County Representative: Holland Freeman Fred Fox Enterprises, Inc : David Fox

COMPANY NAME	LINE ITEMS	Audrey Green 3249 161 st Road Live Oak, FL <i>New Home Base Bid</i>	Audrey Green 3249 161 st Road Live Oak, FL <i>Demolition Bid</i>	DEMO & NEW HOME TOTAL	Audrey Green 3249 161 st Road Live Oak, FL DEMO & NEW HOME BID TOTAL
Jeff White Construction		\$ 147,500.00	\$ 10,000.00		\$ 157,500.00
SCCI		\$ 164,690.00	\$ 10,000.00		\$ 174,690.00
FLA Homes		\$ 179,425.00	\$ 10,000.00		\$ 189,425.00
<i>FFE Cost Estimate</i>		<i>\$ 152,000.00</i>	<i>\$ 8,500.00</i>		<i>\$ 160,500.00</i>

**SUWANNEE COUNTY – CDBG HOUSING GRANT
 BID GROUP #1 - BID TAB**

Date: February 17, 2026

County Representative: Holland Freeman Fred Fox Enterprises, Inc : David Fox

COMPANY NAME	LINE ITEMS	Thomas Taylor 9903 134 th Terr. Live Oak, FL <i>New Home Base Bid</i>	Thomas Taylor 9903 134 th Terr. Live Oak, FL <i>Demolition Bid</i>	DEMO & NEW HOME TOTAL	Thomas Taylor 9903 134 th Terr. Live Oak, FL <i>DEMO & NEW HOME BID TOTAL</i>
Jeff White Construction		\$ 146,500.00	\$ 11,500.00		\$ 158,000.00
SCCI		\$ 157,514.00	\$ 10,000.00		\$ 167,514.00
FLA Homes		\$ 169,025.00	\$ 10,000.00		\$ 179,025.00
<i>FFE Cost Estimate</i>		<i>\$ 142,000.00</i>	<i>\$ 8,500.00</i>		<i>\$ 150,500.00</i>

LOCALiQ

The Gainesville Sun | The Ledger
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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Suwannee County Board Of
13150 80Th TER
Live Oak FL 32060-8822

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Gainesville Sun, published in Alachua County, Florida; that the attached copy of advertisement, being a Govt Bids & Proposals, was published on the publicly accessible website of Alachua County, Florida, or in a newspaper by print in the issues of, on:

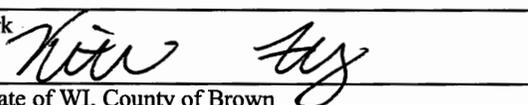
GAI Gainesville Sun 01/14/2026
GAI gainesvillesun.com 01/14/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/14/2026



Legal Clerk



Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	\$289.82	
Tax Amount:	\$0.00	
Payment Cost:	\$289.82	
Order No:	11982781	# of Copies:
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

SUWANNEE COUNTY, FL
NOTICE OF BID OPPORTUNITY
COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG)
HOUSING REHABILITATION/DEMO-
LITION-REPLACEMENT PROGRAM
CDBG GRANT #23DB-H12

ATTENTION LICENSED CONTRAC-
TORS

Suwannee County has been awarded a Community Development Block Grant (CDBG) from The Florida Department of Economic Opportunity (DEO) to rehabilitate or demolish and replace low-to moderate-income, owner-occupied housing located within unincorporated Suwannee County, FL.

A mandatory prebid meeting will be held Wednesday, January 21, 2026 at 10:00 A.M. to obtain bids for the rehabilitation or demolition/ replacement of one or more homes being addressed under the Suwannee County CDBG Housing Grant. The mandatory Prebid meeting will be held at the Suwannee County Board of County Commissioners, Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Fl., 32064 - Bid packages will be provided at the mandatory Prebid meeting. A representative of the bidding company must attend and sign in to be eligible to submit a bid.

Licensed Contractors need to submit a completed Suwannee County CDBG Housing contractor pre-qualification package for this project. Contractor qualification packages can be obtained by contacting the Project Manager, David Fox with Fred Fox Enterprises, Inc at david.fox@fredfoxenterprises.com, or by phone at (904) 669-9486.

Contractors and Firms listed on the Federal Excluded Parties list cannot participate in this project.

Sealed Bids are due Tuesday, February 17, 2026 by 10:00 A.M. and shall be submitted to: Suwannee County Clerk of Courts Cashier Window, 200 South Ohio Avenue Live Oak, Fl. 32064. The exterior of the bid package must be clearly marked: Sealed Bid - Suwannee County CDBG Housing Rehabilitation Bids -#23DB-H12.

Bids received after 10:00 A.M. on Tuesday, February 17, 2026 -to include bids received by mail after the deadline - will not be accepted.

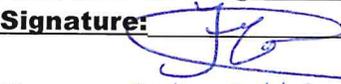
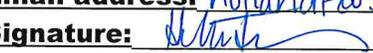
Bids will be opened and read aloud at 10:05 A.M., or soon thereafter, Tuesday, February 17, 2026, at the Suwannee County Board of County Commissioners, Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Fl., 32064.

If you require additional information, please do not hesitate to contact Ms. Holland Freeman, Procurement Coordinator, Suwannee County, FL, at hollandf@suwcountyfl.gov or by phone at (386) 477-1002 or the Project Manager, David Fox with Fred Fox Enterprises, Inc at david.fox@fredfoxenterprises.com, or by phone at (904) 669-9486.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this bid opportunity is asked to advise the agency at least 48 hours-before the meeting by contacting: Ms. Holland Freeman, Procurement Coordinator, Suwannee County, FL at hollandf@suwcountyfl.gov or by phone at (386) 477-1002. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

Suwannee County is an Equal Opportunity Employer/Fair Housing Advocate, and a Handicap Accessible Jurisdiction, and reserves the right to reject any and all bids received.

**SUWANNEE COUNTY
CDBG HOUSING GRANT 23DB-H12
MANDATORY PRE-BID MEETING- BID GROUP #1
SIGN IN SHEET
WEDNESDAY, JANUARY 21, 2026 @ 10:00 A.M.**

1. **Name:** Jeff White **Phone#** 321-480-7585
Company Name: Jeff White Const Inc
Email address: JWC9279@AOL.COM
Signature: 
2. **Name:** Bill + Debbie Herring **Phone#** 386-418-4663
Company Name: Fla Homes Inc
Email address: flahomes@windstream.net
Signature: Debbie Herring
3. **Name:** Charlotte Johnson **Phone#** 352-472-7663
Company Name: Certified Roofing & Construction
Email address: certified687@gmail.com
Signature: Charlotte Johnson
4. **Name:** Salvatore SARNU **Phone#** 631-831-3256
Company Name: Patriot Response Group
Email address: SSALVATORE@GMAIL.COM
Signature: Salvatore Sarnu
5. **Name:** PETERSON JOSEPH **Phone#** 305-733-1389
Company Name: J & J All inclusive SERVICES
Email address: JJALLSERVICES2021@gmail.com
Signature: 
6. **Name:** Jason Waters **Phone#** 352-339-4021
Company Name: Waters Construction Mgt
Email address: waterscm2018@yahoo.com
Signature: Jason Waters
7. **Name:** Holland Freeman **Phone#** 386-364-3400
Company Name: Suwannee County BCC
Email address: hollandf@suwncountyfl.gov
Signature: 

SUWANNEE COUNTY
CDBG HOUSING GRANT 23DB-H12
MANDATORY PRE-BID MEETING- BID GROUP #1
SIGN IN SHEET
WEDNESDAY, JANUARY 21, 2026 @ 10:00 A.M.

8. **Name:** Sharon Hutchinson **Phone#** 3526927527
Company Name: Unison Development
Email address: unisondev22@gmail.com
Signature: Sharon Hutchinson
9. **Name:** Jofree Thomas Joseph **Phone#** 305-331-1851
Company Name: 305 Brothers All In One
Email address: jofree@305brothersbiz.com
Signature: Jofree Thomas Joseph
10. **Name:** RONNIE EDENFIELD **Phone#** 803-431-4088
Company Name: SCEE
Email address: RONNIE@STANLEY CRAWFORD CONSTRUCTION.COM
Signature: Ronnie Edenfield
11. **Name:** Geraldyn Spicer **Phone#** 904-386-590 1090
Company Name: Spicer Construction
Email address: spicerbuilder@gmail.com
Signature: Geraldyn Spicer
12. **Name:** David Fox **Phone#** 904-810-5187
Company Name: Fred Fox Ent.
Email address: david.fox@fredfoxenterprises.com
Signature: David Fox
13. **Name:** _____ **Phone#** _____
Company Name: _____
Email address: _____
Signature: _____
14. **Name:** _____ **Phone#** _____
Company Name: _____
Email address: _____
Signature: _____
15. **Name:** _____ **Phone#** _____
Company Name: _____
Email address: _____
Signature: _____

**SUWANNEE COUNTY
CDBG HOUSING GRANT 23DB-H12
BID GROUP #1 - BID OPENING
SIGN IN SHEET
FEBRUARY 17, 2026 @ 10:05 A.M.**

1. **Name:** Holland Freeman **Phone#** 386-364-3400
Company Name: Suwannee County BCL
Email address: hollandf@suwcountyfl.gov
Signature: 

2. **Name:** RONNIE EDENFIELD **Phone#** 803-431-4088
Company Name: SCC3 Inc
Email address: RONNIE@STANLEY CRAWFORD CONSTRUCTION.COM
Signature: 

3. **Name:** Kristy Morgan **Phone#** 352-224-8437
Company Name: Fla Homes, Inc.
Email address: flahomes@windstream.net
Signature: Kristy Morgan, Agent

4. **Name:** David Fox **Phone#** 904 810-5183
Company Name: Fred Fox Erix Inc
Email address: David.fox@fredfoxenterprises.com
Signature: 

5. **Name:** _____ **Phone#** _____
Company Name: _____
Email address: _____
Signature: _____

6. **Name:** _____ **Phone#** _____
Company Name: _____
Email address: _____
Signature: _____

7. **Name:** _____ **Phone#** _____
Company Name: _____
Email address: _____
Signature: _____

SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR REPLACEMENT HOMES
Revised 1/29/2026

Owners Name(s) : Audrey Green

Address: 3249 161st Road, Live Oak, FL 32060

Phone: (386) 249-5071

Company submitting Bid: JEFF WHITE CONST. INC

All construction shall meet the minimum code requirements as established by the Florida Building Code, the Suwannee County Building Department and the National Electric Code.

The minimum size for all homes will be as follows:

<u>Number of Bedrooms</u>	<u>Minimum Square Footage</u>
2 bedroom- 1 bath	900

Front and rear covered entrance will be required on concrete slab.
No garage or carport will be required.

The contractor is responsible for meeting the Suwannee County Permitting requirements and acquiring all necessary permits. All building, health department and associated fees are the responsibility of the contractor.

The contractor shall furnish the homeowner a turnkey residence.

The contractor is responsible for providing all plans, energy calculations and engineering.

Contractors to provide homeowners with sample floor plan. Number of bedrooms was determined by composition of household and size of existing residence. Plans provided are samples only and will need to be adjusted to meet square foot and engineering requirements.

No impact fees or hookup fees are anticipated.

Proof of builder's risk insurance for value of contract amount must be provided with first draw request.

Contractor must have written approval from the County, Homeowner and Project Coordinator prior to using alternate materials.

Contractor is responsible to record the Notice of commencement and provide the Grant Manager a copy.

Proposed change orders that cumulatively exceed one thousand dollars (\$1,000.00) above the original contract amount will not be approved unless they address a code violation, health and safety items or items required to bring the residence up to Section 8 Housing Standards.

Contractor must provide proof of Insurance as required by Suwannee County prior to award. *Proof of \$1,000,000.00 of Liability Insurance Coverage and \$1,000,000.00 of Workers Compensation Insurance Coverage must be provided prior to award*

Proof of Energy Star seal must be provided for all materials where Energy Star certified is noted. All new HVAC, refrigerators, light fixtures, ceiling fans, windows and exterior doors must be Energy Star certified and have a seal. Draws for payment will not be approved for Energy Star specified items if the Energy Star symbol has not been issued for a product and documented on the unit, packaging or manufacturer or suppliers literature provided. Energy Star materials are required by the State of Florida funding agency and will not be waived.

All new HVAC systems must be a minimum 14 SEER and Energy Star sealed. SEER rating can be more the 14 (in most cases manufacturers no longer make a 14 SEER Energy Star certified unit and a 15 SEER or higher must be utilized). Make sure you check with your HVAC supplier when preparing your bid.

Job site is to be mowed and kept clean during construction by contractor. Contractor is to have a debris dumpster or trailer on site during new home construction. Construction debris is not to be piled up in yard. Debris is not to be burned in yard. All construction debris is to be disposed of in a licensed land fill, receipts of disposal to be provided with final draw request package.

Contractor to have a porta john on site and maintained during construction.

MINIMUM REQUIREMENTS INCLUDE THE FOLLOWING:

FOUNDATION

- ◆ *New home to be located where existing mobile home is located on parcel.*
- ◆ Preparation of site for new construction to include fill dirt, grading and all required compaction testing.
- ◆ Reinforced concrete (6" x 6" wire mesh or fiber mesh) shall be utilized in all areas of slab;
- ◆ Clean fill dirt;
- ◆ Soil treatment for subterranean termites;
- ◆ Vapor barrier;
- ◆ A minimum of three and one half inch (3 1/2") of 2500 p.s.i. concrete floors throughout;

FOUNDATION (cont.)

- ◆ Foundation to be stem wall according to engineer/architect certifying prints for permitting. Contractor to have a compaction test performed by 3rd party, compaction test results to be included with slab draw request.
- ◆ Floor must be a minimum of 24" or greater above highest elevation. Yard to be sloped away from foundation.

EXTERIOR WALLS BLOCK

- ◆ 8"x 8" x 16" concrete block
- ◆ Block walls to include 2'X 4" fire blocking around the perimeter of interior side of exterior walls
- ◆ Aluminum or Vinyl double pane, *Energy Star*, single hung windows that meet code;
- ◆ Insulation with vapor barrier, minimum insulation value of R-7;
- ◆ Exterior doors, solid core, steel insulated or fiberglass, *Energy Star* with threshold and magnetic seal or weather stripping, front to be six panel with fan light, rear door to have half-light window;
- ◆ Metal storm door with sliding glass window on front to include closure;

EXTERIOR STUCCO AND FINISH

- ◆ Properly prep exterior block and concrete for stucco to be installed.
- ◆ Install bonding agent prior to installing stucco.
- ◆ Stucco total exterior concrete and block. Stucco to be a 3 coat system and have smooth finish.
- ◆ Raised stucco bands to be around the exterior of all windows and doors;
- ◆ Exterior stucco to be painted, minimum of 2 coats, owner to pick 1 color for base and 1 color for trim from neutral color chart. Paint shall be thick enough to properly cover, additional coats to be applied as needed.

ROOF

- ◆ Pre-engineered hip roof trusses;
- ◆ 7/16" Sheathing;
- ◆ Peel and stick vapor barrier on top of sheathing;
- ◆ Architectural shingles minimum twenty-five (25) year life;
- ◆ Aluminum eaves drip and fascia, vinyl soffit;
- ◆ Attic insulation minimum R-38;
- ◆ Install metal vent boots that meet local code where piping penetrates roof.

INTERIOR WALLS AND FINISH

- ◆ 2" x 4" wood or metal stud walls 16" O.C., single bottom, double top plate where bearing;

INTERIOR WALLS AND FINISH (cont.)

- ◆ Walls throughout to receive wall board (sheetrock on walls to be minimum ½" thick), durrock around shower, green board or moisture resistant sheetrock remainder of bathroom, utility area and behind kitchen sink, wall finish to be mud taped with orange peel or fiber tape with semi-smooth hard coat.
- ◆ Ceiling throughout to receive standard ceiling board, green board or moisture resistant sheetrock in bathroom, ceiling finish to be knockdown;
- ◆ Dead wood for curtain rods extending all the way across top and twelve inches (12") beyond each side of windows;
- ◆ Interior doors to be a minimum 3' wide, pre-hung, masonite, six (6) panel, painted, with colonial trim, closet doors, bi-fold, masonite, 6 panel, painted;
- ◆ Baseboard and trim throughout (including closets), colonial painted;
- ◆ Interior paint two (2) coat minimum, ceiling to be ceiling white, walls one (1) color throughout, owner picks, neutral choices;
- ◆ All doorknobs (interior/exterior) to be lever type, locks on bedrooms and bathrooms, exterior doors to include dead bolts all locks keyed alike;
- ◆ Doors throughout interior and exterior to receive door stops
- ◆ Kitchen cabinets and bathroom vanity to be all wood, stain finish, kitchen counters to be formica wrapped plywood with back splash, bathroom sink/top to be cultured marble with back splash and side splash where adjacent to wall. Price to include a minimum of 13' linear feet of lower kitchen cabinet not to include stove and refrigerator space and 18' linear feet of uppers to include a cabinet over stove and refrigerator. Kitchen cabinets and drawers to include matching metal pulls selected by homeowner from contractor supplied samples.

ELECTRICAL

- ◆ Minimum 150 amp service;
- ◆ Kitchen circuits will be as according to NEC;
- ◆ Kitchen fixture shall be *minimum 2 bulb*, led with cover;
- ◆ Switch controlled ceiling lights in all rooms;
- ◆ Smoke/carbon monoxide detectors hardwired as per code with battery backup;
- ◆ Minimum 2 GFI receptacles with closing boxes on exterior;
- ◆ Bedrooms and front rooms to have minimum 52" ceiling fans with lights, two (2) switches per room with fans, one (1) controls fan, one (1) controls light; wireless remote will not be accepted as dual switch.
- ◆ Remaining rooms to have appropriate fixtures;
- ◆ Two (2) exterior lights on switches, one (1) beside each door;
- ◆ All fixtures and bulbs provided by contractor, all bulbs to be *Energy Star certified*,
- ◆ Install complete hardwired doorbell with transformer;
- ◆ Arc fault outlets in bedrooms
- ◆ *All fans and light fixtures to be Energy Star certified.*
- ◆ GFI receptacles in bathrooms, kitchen and utility area;
- ◆ 220 dryer hook up to include proper dryer vent beside washer hook up.
- ◆ Washing machine outlet.

ELECTRICAL (cont.)

- ◆ Range outlet.

APPLIANCES

- ◆ Thirty-inch (30") four (4) burner white propane range with bottom drawer, window in oven door and clock; contractor to install gas plumbing and stub out to exterior.
- ◆ Owner to provide gas bottle and have stove and bottle connected at owner's cost.
- ◆ Minimum Eighteen cubic foot (18 cu. ft.) frost-free *Energy Star* white refrigerator.

PLUMBING

- ◆ Install low lip tile shower, walls and floor to be tile with grout, tile height to be 7' minimum from floor, shower to be a minimum 60" long X 42" wide; Shower to include Moen or equivalent handheld shower head with height adjustment bar securely fastened to wall framing. Fiberglass or acrylic floor pans will not be accepted.
- ◆ Metal handrail/grab bar to be fastened to wall framing in tile shower;
- ◆ Shower to include glass shower door;
- ◆ Hi efficiency thirty (30) gallon electric hot water heater to include pan, pop off valve, and pan drain to exterior, heater to be place in utility room or separate closet;
- ◆ Commode to be handicap high boy style to include grab bar fastened to wall framing behind commode;
- ◆ Eight inch (8") double bowl stainless steel kitchen sink to include delta or equivalent single lever chrome faucet with separate sprayer;
- ◆ Washer hook-up to be in proper trim box;
- ◆ Water lines to be CPVC;
- ◆ Drain lines to be PVC schedule 40;
- ◆ Three (3) piece matching fixture set in bathroom: 1) soap dish in shower, 2) T.P. holder, 3) 24" wall towel bar;
- ◆ All faucets throughout to be single lever Delta or equivalent.
- ◆ Insulate all exposed water lines to include lines leading to and from water heater.

CENTRAL HEAT AND AIR CONDITIONING

- ◆ Hi efficiency *Energy Star* heat pump, minimum seer rating of fourteen (14);
- ◆ *Energy Star* digital thermostat;
- ◆ Insulated energy efficient duct work;

OTHER ALLOWANCES AND FEATURES

- ◆ FHA approved vinyl plank floor covering throughout interior, same pattern throughout, owner to pick color/pattern from contractor supplied samples. Trim strips will not be accepted at joints to include threshold areas leading to interior rooms and closets.

OTHER ALLOWANCES AND FEATURES (cont.)

- ◆ Vented, white 30" range hood with fan and light; range hood to be vented to exterior.
- ◆ Cultured marble window sills;
- ◆ Pre wire for 2 cable owner picks locations;
- ◆ Yard around home graded ready for sod;
- ◆ Three (3) metal grab bars in bathroom, 1 behind commode, 1 beside commode from wall to floor and 1 in shower.
- ◆ A minimum five foot (5') by five foot (5') front covered entrance on minimum 4" slab outside front exterior door;
- ◆ Minimum four foot (4') by three foot (3') deep rear covered entrance on minimum same size 4" concrete slab.
- ◆ Porches to have vinyl soffit ceilings with aluminum fascia.
- ◆ Porch supports and exposed beams shall be wrapped in wood grain concrete board and painted to match trim color.
- ◆ Contractor is to include the cost of supplying a new ¾" water line run to the well and connect new home to existing well;
- ◆ Install 2 rows of sod around total perimeter to help prevent erosion per Building Official.
- ◆ Mirror over vanity and flush mount Medicine cabinet with mirror front on side wall over vanity. Side wall to be properly framed out to sink medicine cabinet
- ◆ Install weather stripping to attic access for a tight seal, stick on stripping will not be accepted.
- ◆ I Install a concrete or wood handicap ramp to front entrance as according to code, ramp to be proper width and pitch, Install handrails and slats on ramp and landing as according to code. Ramp to include a bottom concrete landing minimum 4'x4' x 4" thick.
Wood ramp to be pressure treated built in place handicap ramp to include a top pressure treated landing minimum 4'x4' and bottom concrete landing minimum 4'x4' x 4" thick to front entrance. Ramp, slope, runs and landings to be as according to code to include railing and slats.
- ◆ Grade yard so water slopes away from house. Install fill as needed.
- ◆ Price to include the following for the septic system -marking, pumping out, Health Department Inspection fee and Inspection.
- ◆ Bid to include a maximum of 50' of sewer pipe and 100' of water line and connecting new home to septic and well. If additional sewer line or water line is needed to connect home than a change order will be provided.
- ◆ Cut back, remove and properly dispose of vegetation as needed to construct new home to include cutting back and removing all branches hanging over roof.
- ◆ Bid to include the 911 Street Address Number attached to the front of the home. The 911 address numbers to be minimum 4" or greater if according to local code. Numbers to be black nail on or screw on type and not peel and stick style

Bid comparisons will not include bid alternate amounts, Suwannee County reserves the right to rebid or request quotes for bid alternate items even after the demolition/new home base bid has been awarded.

Suwannee County is an Equal Opportunity Employer/Fair Housing Advocate and reserves the right to reject any and all bids received.

SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR DEMOLITION EXISTING
Revised 1/29/2026

Owners Name(s) : Audrey Green

Address: 3249 161st Road, Live Oak, FL 32060

Phone: (386) 249-5071

Bid of Demolition of Existing Structure:



Note: Home was tested for Asbestos by PBO3 Environmental Monitoring LLC, No Asbestos Containing materials were detected, a copy of the report is available upon request.

1. Contractor is to pull all permits required for the onsite demolition of the existing structure.
2. Work consists of demolition of the existing structure on site and removal of all debris to a licensed landfill.
3. Site must be left suitable for rebuilding to include mowing of ground vegetation.
4. All demolition, debris removal and mowing must be completed within 30 calendar days after Notice to proceed is issued.
5. Final acceptance from local permitting agencies and copy of disposal receipt must be provided with invoice.

Demolition Bid Amount \$ 10,000

Bids are submitted by the firm of: JEFF WHITE CONST. INC

License #: CRC 057915 Date: 2-5-20

Address: P.O. Box 29 BRADFORD FL 32009

Phone # 321-480-7535 Contact: JEFF email: JWC9279@AOL.COM

Authorized Signature: 

Bids will be evaluated based on the sum of the New Home Base + Demolition Amount.

Bid comparisons will not include bid alternate amounts, Suwannee County reserves the right to rebid or request quotes for bid alternate items even after the demolition/new home base bid has been awarded.

Suwannee County is an Equal Opportunity Employer/Fair Housing Advocate and reserves the right to reject any and all bids received.

SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR REPLACEMENT HOMES
Revised 1/29/2026

Owners Name(s) : Audrey Green
Address: 3249 161st Road, Live Oak, FL 32060 Phone: (386) 249-5071

New Home Base Bid Amount	\$ <u>147,500</u>
+ Demolition Bid Amount	\$ <u>10,000</u>
Total Bid Amount Demolition and New Home	\$ <u>157,500</u>

Bids are submitted by the firm of: JEFF WHITE CONST INC.

License #: CR0-02975 ⁰⁷⁵⁹²⁵ Date: 2-5-24

Address: P.O. Box 29 BRAWFORD FL 32008

Phone # 321-480-7585 Contact: JEFF email: juw09279@AOL.com

Authorized Signature: 

Bids will be evaluated based on the sum of the New Home Base + Demolition Amount.

Bid comparisons will not include bid alternate amounts, Suwannee County reserves the right to rebid or request quotes for bid alternate items even after the demolition/new home base bid has been awarded.

Suwannee County is an Equal Opportunity Employer/Fair Housing Advocate and reserves the right to reject any and all bids received.

**SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR BID ALTERNATES**

Revised 1/29/2026

Owners Name(s) : Audrey Green

Address: 3249 161st Road, Live Oak, FL 32060

Phone: (386) 249-5071

BID ALTERNATES:

ALTERNATE #1

SEPTIC SYSTEM (Inground): \$ 10,500

Dispose of the existing septic system (pump out, crush and fill) as according to code. Install a new properly sized septic system to include tank and drain field. New system to include all required permits, fill dirt, seed, grass, plumbing to connect to home, etc. as needed for a complete system.

ALTERNATE #2

SEPTIC SYSTEM (Built Up): \$ 13,500

Dispose of the existing septic system (pump out, crush and fill) as according to code. Install a new properly sized built up septic system to include tank and drain field. New system to include all required permits, pumps, wiring, electrical connections, fill dirt, seed, grass, plumbing to connect to home, etc. as needed for a complete system.

ALTERNATE #3

DRAIN FIELD: \$ 7500

Install a new drain field as according to code to include sod.
Dispose of existing drain field as required by the County and Health Department.

ALTERNATE #4

NEW WELL:

Price per foot over 100 feet deep including \$ 9500 per additional foot
all materials

Bids are submitted by the firm of: JEFF WHITE COAST INC License #: CRC057925

Date: 2-5-26 Address: P.O. BOX 29 BERNARD FL 32008

Phone # 321-480-7595 Contact: JEFF email: JWC 9279 @ AOL.COM

Authorized Signature: 

Bids will be evaluated based on the sum of the New Home Base + Demolition Amount.

Bid comparisons will not include bid alternate amounts, Suwannee County reserves the right to rebid or request quotes for bid alternate items even after the demolition/new home base bid has been awarded.

BID ALTERNATES (cont.):

Suwannee County is an Equal Opportunity Employer/Fair Housing Advocate and reserves the right to reject any and all bids received.

**SUWANNEE COUNTY
CDBG HOUSING GRANT
BID GROUP #1 - ADDENDUM # 1**

I JEFF WALTER representing JEFF KUNTO CONST INC verify receipt of Addendum #1 from the January 21, 2026, Suwannee County CDBG Housing Rehab/Replacement Grant -mandatory Pre-bid meeting.

Addendum #1- Item #1:

Item #1

Question: Do Davis Bacon requirements apply to the bids under the Suwannee County CDBG HR Grant Bid Group #1?

Answer: No, HUD specifically exempts owner-occupied rehabilitation of fewer than 8 residential units from Davis-Bacon requirements, even when federal CDBG funds are used.

Addendum #1- Item #2:

Item #2- County Insurance Requirements

Proof of \$1,000,000.00 of Liability Insurance Coverage and \$1,000,000.00 of Workers Compensation Insurance Coverage must be provided prior to award

Addendum #1- Item #3:

Item #3 – Revised Demolition and New Home Bid Specifications for Audrey Green, 3249 161st Road., Live Oak, FL are attached

Bids must be submitted on revised specifications dated 1/29/2026

Addendum #1- Item #4:

Item #4 -Revised Demolition and New Home Bid Specifications for Thomas Taylor, 9903 134th Terr., Live Oak, FL are attached

Bids must be submitted on revised specifications dated 1/29/2026

Addendum #1- Item #5:

Item #5-Cost Estimates

Estimated cost for Audrey Green, 3249 161st Road., Live Oak, FL
New Home Base Bid \$152,000.00 + Demolition \$8,500.00 = Total \$160,500.00

As discussed at the mandatory pre-bid meeting this is an estimate, the County Commission can award contracts over or under 15% of the cost estimate with documentation supporting the bid amount and the recommendation of the housing specialist.

Addendum #1- Item #6:

Item #6-Cost Estimates

Estimated cost for Thomas Taylor, 9903 134th Terr., Live Oak, FL
New Home Base Bid \$142,000.00 + Demolition \$8,500.00 = Total \$150,500.00

As discussed at the mandatory pre-bid meeting this is an estimate, the County Commission can award contracts over or under 15% of the cost estimate with documentation supporting the bid amount and the recommendation of the housing specialist.

Addendum #1- Item #7:

Item #7-Comments from Suwannee County Planning and Zoning

Attached are the comments from Ron Meeks, Planning and Zoning director pertaining to Green, 3249 161st Road

Attached are the comments from Ron Meeks, Planning and Zoning director pertaining to Taylor, 9903 134th Terrace including comments on 24" above elevation criteria

Company Name: JEFF WILKINS CONSULTING INC

Address: P.O. BOX 29 BRANDORA FL 32008

Email address: JWC9229@AOL.COM

Company Representatives Name and Title: JEFF WILKINS SR

Representatives Signature:  Date: 2-5-26

Please email this addendum confirmation receipt signed to david.fox@fredfoxenterprises.com by no later than Friday, February 6, 2026.

SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR REPLACEMENT HOMES
Revised 1/29/2026

Owners Name(s) : Thomas Taylor

Address: 9903 134th Terrace, Live Oak, FL 32060 **Phone:** (386) 688-7968

Company submitting Bid: Jeff White Construction Inc

All construction shall meet the minimum code requirements as established by the Florida Building Code, the Suwannee County Building Department and the National Electric Code.

The minimum size for all homes will be as follows:

<u>Number of Bedrooms</u>	<u>Minimum Square Footage</u>
2 bedroom- 1 bath	900

Front and rear covered entrance will be required on concrete slab.
No garage or carport will be required.

The contractor is responsible for meeting the Suwannee County Permitting requirements and acquiring all necessary permits. All building, health department and associated fees are the responsibility of the contractor.

The contractor shall furnish the homeowner a turnkey residence.

The contractor is responsible for providing all plans, energy calculations and engineering.

Contractors to provide homeowners with sample floor plan. Number of bedrooms was determined by composition of household and size of existing residence. Plans provided are samples only and will need to be adjusted to meet square foot and engineering requirements.

No impact fees or hookup fees are anticipated.

Proof of builder's risk insurance for value of contract amount must be provided with first draw request.

Contractor must have written approval from the County, Homeowner and Project Coordinator prior to using alternate materials.

Contractor is responsible to record the Notice of commencement and provide the Grant Manager a copy.

Proposed change orders that cumulatively exceed one thousand dollars (\$1,000.00) above the original contract amount will not be approved unless they address a code violation, health and safety items or items required to bring the residence up to Section 8 Housing Standards.

Contractor must provide proof of Insurance as required by Suwannee County prior to award. *Proof of \$1,000,000.00 of Liability Insurance Coverage and \$1,000,000.00 of Workers Compensation Insurance Coverage must be provided prior to award*

Proof of Energy Star seal must be provided for all materials where Energy Star certified is noted. All new HVAC, refrigerators, light fixtures, ceiling fans, windows and exterior doors must be Energy Star certified and have a seal. Draws for payment will not be approved for Energy Star specified items if the Energy Star symbol has not been issued for a product and documented on the unit, packaging or manufacturer or suppliers literature provided. Energy Star materials are required by the State of Florida funding agency and will not be waived.

All new HVAC systems must be a *minimum* 14 SEER and Energy Star sealed. SEER rating can be more the 14 (in most cases manufacturers no longer make a 14 SEER Energy Star certified unit and a 15 SEER or higher must be utilized). Make sure you check with your HVAC supplier when preparing your bid.

Job site is to be mowed and kept clean during construction by contractor. Contractor is to have a debris dumpster or trailer on site during new home construction. Construction debris is not to be piled up in yard. Debris is not to be burned in yard. All construction debris is to be disposed of in a licensed land fill, receipts of disposal to be provided with final draw request package.

Contractor to have a porta john on site and maintained during construction.

MINIMUM REQUIREMENTS INCLUDE THE FOLLOWING:

FOUNDATION

- ◆ *New home to be located where existing frame home is located on parcel. Not where mobile home was located.*
- ◆ Preparation of site for new construction to include fill dirt, grading and all required compaction testing.
- ◆ Reinforced concrete (6" x 6" wire mesh or fiber mesh) shall be utilized in all areas of slab;
- ◆ Clean fill dirt;
- ◆ Soil treatment for subterranean termites;
- ◆ Vapor barrier;
- ◆ A minimum of three and one half inch (3 1/2") of 2500 p.s.i. concrete floors throughout;

FOUNDATION (cont.)

- ◆ Foundation to be stem wall according to engineer/architect certifying prints for permitting. Contractor to have a compaction test performed by 3rd party, compaction test results to be included with slab draw request.
- ◆ Floor must be a minimum of 24" or greater above highest elevation. Yard to be sloped away from foundation.

EXTERIOR WALLS BLOCK

- ◆ 8"x 8" x 16" concrete block
- ◆ Block walls to include 2'X 4" fire blocking around the perimeter of interior side of exterior walls
- ◆ Aluminum or Vinyl double pane, *Energy Star*, single hung windows that meet code;
- ◆ Insulation with vapor barrier, minimum insulation value of R-7;
- ◆ Exterior doors, solid core, steel insulated or fiberglass, *Energy Star* with threshold and magnetic seal or weather stripping, front to be six panel with fan light, rear door to have half-light window;
- ◆ Metal storm door with sliding glass window on front to include closure;

EXTERIOR STUCCO AND FINISH

- ◆ Properly prep exterior block and concrete for stucco to be installed.
- ◆ Install bonding agent prior to installing stucco.
- ◆ Stucco total exterior concrete and block. Stucco to be a 3 coat system and have smooth finish.
- ◆ Raised stucco bands to be around the exterior of all windows and doors;
- ◆ Exterior stucco to be painted, minimum of 2 coats, owner to pick 1 color for base and 1 color for trim from neutral color chart. Paint shall be thick enough to properly cover, additional coats to be applied as needed.

ROOF

- ◆ Pre-engineered hip roof trusses;
- ◆ 7/16" Sheathing;
- ◆ Peel and stick vapor barrier on top of sheathing;
- ◆ Architectural shingles minimum twenty-five (25) year life;
- ◆ Aluminum eaves drip and fascia, vinyl soffit;
- ◆ Attic insulation minimum R-38;
- ◆ Install metal vent boots that meet local code where piping penetrates roof.

INTERIOR WALLS AND FINISH

- ◆ 2" x 4" wood or metal stud walls 16" O.C., single bottom, double top plate where bearing;

INTERIOR WALLS AND FINISH (cont.)

- ◆ Walls throughout to receive wall board (sheetrock on walls to be minimum ½" thick), durrock around shower, green board or moisture resistant sheetrock remainder of bathroom, utility area and behind kitchen sink, wall finish to be mud taped with orange peel or fiber tape with semi-smooth hard coat.
- ◆ Ceiling throughout to receive standard ceiling board, green board or moisture resistant sheetrock in bathroom, ceiling finish to be knockdown;
- ◆ Dead wood for curtain rods extending all the way across top and twelve inches (12") beyond each side of windows;
- ◆ Interior doors to be a minimum 3' wide, pre-hung, masonite, six (6) panel, painted, with colonial trim, closet doors, bi-fold, masonite, 6 panel, painted;
- ◆ Baseboard and trim throughout (including closets), colonial painted;
- ◆ Interior paint two (2) coat minimum, ceiling to be ceiling white, walls one (1) color throughout, owner picks, neutral choices;
- ◆ All doorknobs (interior/exterior) to be lever type, locks on bedrooms and bathrooms, exterior doors to include dead bolts all locks keyed alike;
- ◆ Doors throughout interior and exterior to receive door stops
- ◆ Kitchen cabinets and bathroom vanity to be all wood, stain finish, kitchen counters to be formica wrapped plywood with back splash, bathroom sink/top to be cultured marble with back splash and side splash where adjacent to wall. Price to include a minimum of 13' linear feet of lower kitchen cabinet not to include stove and refrigerator space and 18' linear feet of uppers to include a cabinet over stove and refrigerator. Kitchen cabinets and drawers to include matching metal pulls selected by homeowner from contractor supplied samples.

ELECTRICAL

- ◆ Minimum 150 amp service;
- ◆ Kitchen circuits will be as according to NEC;
- ◆ Kitchen fixture shall be *minimum 2 bulb*, led with cover;
- ◆ Switch controlled ceiling lights in all rooms;
- ◆ Smoke/carbon monoxide detectors hardwired as per code with battery backup;
- ◆ Minimum 2 GFI receptacles with closing boxes on exterior;
- ◆ Bedrooms and front rooms to have minimum 52" ceiling fans with lights, two (2) switches per room with fans, one (1) controls fan, one (1) controls light; wireless remote will not be accepted as dual switch.
- ◆ Remaining rooms to have appropriate fixtures;
- ◆ Two (2) exterior lights on switches, one (1) beside each door;
- ◆ All fixtures and bulbs provided by contractor, all bulbs to be *Energy Star certified*,
- ◆ Install complete hardwired doorbell with transformer;
- ◆ Arc fault outlets in bedrooms
- ◆ *All fans and light fixtures to be Energy Star certified.*
- ◆ GFI receptacles in bathrooms, kitchen and utility area;
- ◆ 220 dryer hook up to include proper dryer vent beside washer hook up.

ELECTRICAL (cont.)

- ◆ Washing machine outlet.
- ◆ Range outlet.

APPLIANCES

- ◆ Thirty inch (30") four (4) burner flat/glass top black electric range with bottom drawer, window in oven door and clock;
- ◆ Minimum Eighteen cubic foot (18 cu. ft.) frost-free *Energy Star* black refrigerator.

PLUMBING

- ◆ Install low lip tile shower, walls and floor to be tile with grout, tile height to be 7' minimum from floor, shower to be a minimum 60" long X 42" wide; Shower to include Moen or equivalent handheld shower head with height adjustment bar securely fastened to wall framing. Fiberglass or acrylic floor pans will not be accepted.
- ◆ Metal handrail/grab bar to be fastened to wall framing in tile shower;
- ◆ Shower to include glass shower door;
- ◆ Hi efficiency thirty (30) gallon electric hot water heater to include pan, pop off valve, and pan drain to exterior, heater to be place in utility room or separate closet;
- ◆ Commode to be handicap high boy style to include grab bar fastened to wall framing behind commode;
- ◆ Eight inch (8") double bowl stainless steel kitchen sink to include delta or equivalent single lever chrome faucet with separate sprayer;
- ◆ Washer hook-up to be in proper trim box;
- ◆ Water lines to be CPVC;
- ◆ Drain lines to be PVC schedule 40;
- ◆ Three (3) piece matching fixture set in bathroom: 1) soap dish in shower, 2) T.P. holder, 3) 24" wall towel bar;
- ◆ All faucets throughout to be single lever Delta or equivalent.
- ◆ Insulate all exposed water lines to include lines leading to and from water heater.

CENTRAL HEAT AND AIR CONDITIONING

- ◆ Hi efficiency *Energy Star* heat pump, minimum seer rating of fourteen (14);
- ◆ *Energy Star* digital thermostat;
- ◆ Insulated energy efficient duct work;

OTHER ALLOWANCES AND FEATURES

- ◆ FHA approved vinyl plank floor covering throughout interior, same pattern throughout, owner to pick color/pattern from contractor supplied samples. Trim strips will not be accepted at joints to include threshold areas leading to interior rooms and closets.
- ◆ Unvented, filtered white 30" range hood with fan and light;

OTHER ALLOWANCES AND FEATURES (cont.)

- ◆ Cultured marble window sills;
- ◆ Pre wire for 2 cable and 2 phone jacks, owner picks locations;
- ◆ Yard around home graded ready for sod; Three (3) metal grab bars in bathroom, 1 behind commode, 1 beside commode from wall to floor and 1 in shower.
- ◆ A minimum five foot (5') by five foot (5') front covered entrance on minimum 4" slab outside front exterior door;
- ◆ Minimum four foot (4') by three foot (3') deep rear covered entrance on minimum same size 4" concrete slab.
- ◆ Porches to have vinyl soffit ceilings with aluminum fascia.
- ◆ Porch supports and exposed beams shall be wrapped in wood grain concrete board and painted to match trim color.
- ◆ Contractor is to include the cost of supplying a new ¾" water line run to the well and connect new home to existing well;
- ◆ Install 2 rows of sod around total perimeter to help prevent erosion per Building Official.
- ◆ Mirror over vanity and flush mount Medicine cabinet with mirror front on side wall over vanity. Side wall to be properly framed out to sink medicine cabinet
- ◆ Install weather stripping to attic access for a tight seal, stick on stripping will not be accepted.
- ◆ Install *a concrete or wood* handicap ramp to front entrance as according to code, ramp to be proper width and pitch, Install handrails and slats on ramp and landing as according to code. Ramp to include a bottom concrete landing minimum 4'x4' x 4" thick.
Wood ramp to be pressure treated built in place handicap ramp to include a top pressure treated landing minimum 4'x4' and bottom concrete landing minimum 4'x4' x 4" thick to front entrance. Ramp, slope, runs and landings to be as according to code to include railing and slats.
- ◆ Grade yard so water slopes away from house. Install fill as needed.
- ◆ Price to include the following for the old mobile home septic system -marking, pumping out, Health Department Inspection fee and Inspection.
- ◆ Bid to include a maximum of 50' of sewer pipe and 100' of water line and connecting new home to old mobile home septic and well. If additional sewer line or water line is needed to connect home than a change order will be provided.
- ◆ Cut back, remove and properly dispose of vegetation as needed to construct new home *where existing home is located* to include cutting back and removing all branches hanging over roof.
- ◆ Bid to include the 911 Street Address Number attached to the front of the home. The 911 address numbers to be minimum 4" or greater if according to local code. Numbers to be black nail on or screw on type and not peel and stick style
- ◆ Price to include having the existing well *beside existing frame home* inspected and providing the project manager a copy of the inspection report

LAND SURVEYS:

- ◆ Bid to include obtaining and providing the project manager with a sealed survey of the parcel showing all existing structure including the existing home prior to demolition.
- ◆ Bid to include obtaining and providing the project manager with a sealed final survey showing all structures including the new home and existing home removed. Final survey to include the floor elevation of the new home if required by county.

RADON TESTING:

- ◆ Contractor to have interior of home tested for radon gas from a licensed testing company once the new home is complete. A copy of the Radon Test results are to be provided to the Housing Specialist.
- ◆ If radon gas levels are found to exceed the HUD allowed amount then a change order will be provided for the contractor to abate the radon gas as needed.

Owners Name(s) : Thomas Taylor

Address: 9903 134th Terrace, Live Oak, FL 32060 **Phone:** (386) 688-7968

Materials and/or specs may be altered due to local codes and energy code requirements, any alterations or substitutions must be approved in writing (change order) by the Home Owner, CDBG Coordinator and Suwannee County

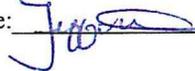
BASE BID TOTAL: \$ 146,500

Bids are submitted by the firm of: Jeff White Const Inc

License #: CRC 057975 Date: 2-5-26

Address: P.O. Box 24 Branford FL 32008

Phone # 321-480-7585 Contact: Jeff email: JWC9279@AOL.COM

Authorized Signature: 

Bids will be evaluated based on the sum of the New Home Base + Demolition Amount.

Bid comparisons will not include bid alternate amounts, Suwannee County reserves the right to rebid or request quotes for bid alternate items even after the demolition/new home base bid has been awarded.

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SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR DEMOLITION EXISTING
Revised 1/29/2026

Owners Name(s) : Thomas Taylor

Address: 9903 134th Terrace, Live Oak, FL 32060

Phone: (386) 688-7968

Bid of Demolition of Existing Structure:



Note: Home was tested for Asbestos by PBO3 Environmental Monitoring LLC, No Asbestos Containing materials were detected, a copy of the report is available upon request.

1. Contractor is to pull all permits required for the onsite demolition of the existing structure.
2. Work consists of demolition of the existing structure on site and removal of all debris to a licensed landfill.
3. Site must be left suitable for rebuilding to include mowing of ground vegetation.
4. All demolition, debris removal and mowing must be completed within 30 calendar days after Notice to proceed is issued.
5. Final acceptance from local permitting agencies and copy of disposal receipt must be provided with invoice.

Demolition Bid Amount \$ 11,500

Bids are submitted by the firm of: Jeff White Const Inc

License #: CR0057975 Date: 2-5-26

Address: P.O. Box 29 BRAUDORA FL. 32008

Phone # 321-480-7585 Contact: JEFF email: JWLC9279@AOL.COM

Authorized Signature: 

Bids will be evaluated based on the sum of the New Home Base + Demolition Amount.

Bid comparisons will not include bid alternate amounts, Suwannee County reserves the right to rebid or request quotes for bid alternate items even after the demolition/new home base bid has been awarded.

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SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS FOR REPLACEMENT HOMES
Revised 1/29/2026

Owners Name(s) : Thomas Taylor
Address: 9903 134th Terrace, Live Oak, FL 32060 Phone: (386) 688-7968

New Home Base Bid Amount	\$ <u>146,500</u>
+ Demolition Bid Amount	\$ <u>11,500</u>
Total Bid Amount Demolition and New Home	\$ <u>158,000</u>

Bids are submitted by the firm of: JEFF WHITE CONST INC

License #: CRC 057975 Date: 2-5-26

Address: P.O. Box 29 BRANFORD FL 32008

Phone # 321-480-7585 Contact: JEFF email: JWC 9279 @AOL.COM

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SUWANNEE COUNTY
CDBG HOUSING GRANT PROGRAM #23DB-H12
GENERAL SPECIFICATIONS BID ALTERNATES
Revised 1/29/2026

Owners Name(s) : Thomas Taylor
Address: 9903 134th Terrace, Live Oak, FL 32060 **Phone:** (386) 688-7968

BID ALTERNATES:

ALTERNATE #1

SEPTIC SYSTEM (Inground): \$ 10,500⁰⁰
Dispose of the existing *site-built home* septic system (pump out, crush and fill) as according to code. Install a new properly sized septic system to include tank and drain field.
New system to include all required permits, fill dirt, seed, grass, plumbing to connect to home, etc. as needed for a complete system.

ALTERNATE #2

SEPTIC SYSTEM (Built Up): \$ 13,500
Dispose of the existing *site-built home* septic system (pump out, crush and fill) as according to code. Install a new properly sized built up septic system to include tank and drain field. New system to include all required permits, pumps, wiring, electrical connections, fill dirt, seed, grass, plumbing to connect to home, etc. as needed for a complete system.

ALTERNATE #3

DRAIN FIELD: \$ 7500
Install a new drain field as according to code to include sod.
Dispose of existing drain field as required by the County and Health Department.

ALTERNATE #4

NEW WELL:
Install a new well as according to code \$ 9500
New well price to be based on maximum 100' deep. Installation to be complete to include connection to home (plumbing, conduit and electrical). New well to include new pump, all wiring, conduit, trenching and plumbing.

Price per foot over 100 feet deep including \$ 35 per additional foot
all materials

Bids are submitted by the firm of: JEFF WHITE CONSI. INC License #: CRC057975

Date: 2-5-24 Address: P.O. BOX 29 BRANDON FL 32008

Phone #: 321-480-7585 Contact: JEFF email: JWC9239@AOL.COM

Authorized Signature: 

BID ALTERNATES (cont.):

Bids will be evaluated based on the sum of the New Home Base + Demolition Amount.

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**SUWANNEE COUNTY
CDBG HOUSING GRANT
BID GROUP #1 - ADDENDUM # 1**

I JEFF WALTON representing JEFF KINHO CONST INC verify receipt of Addendum #1 from the January 21, 2026, Suwannee County CDBG Housing Rehab/Replacement Grant -mandatory Pre-bid meeting.

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Item #1

Question: Do Davis Bacon requirements apply to the bids under the Suwannee County CDBG HR Grant Bid Group #1?

Answer: No, HUD specifically exempts owner-occupied rehabilitation of fewer than 8 residential units from Davis-Bacon requirements, even when federal CDBG funds are used.

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Proof of \$1,000,000.00 of Liability Insurance Coverage and \$1,000,000.00 of Workers Compensation Insurance Coverage must be provided prior to award

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Bids must be submitted on revised specifications dated 1/29/2026

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Estimated cost for Audrey Green, 3249 161st Road., Live Oak, FL
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Company Name: JEFF WHITS CONST INC

Address: P.O. Box 29 BRANFORD FL 32008

Email address: JWC9279@AOL.COM

Company Representatives Name and Title: JEFF WHITS SR

Representatives Signature:  Date: 2-5-26

Please email this addendum confirmation receipt signed to david.fox@fredfoxenterprises.com by no later than Friday, February 6, 2026.



March 10, 2026

Mr. Jason Furry
County Administrator
Suwannee County
224 Pine Ave - 2nd Floor
Live Oak, FL 32064

Subject: Engineering Change Order Request – Catalyst Industrial Park Wastewater Treatment Plant Design

Dear Mr. Furry,

On behalf of our subconsultant, Barge Design Solutions, we are submitting the attached Engineering Change Order request associated with the Suwannee County Catalyst Industrial Park Wastewater Treatment Plant Design. The request reflects additional efforts identified by Barge Design Solutions, necessary to address project conditions and complete the required scope of work.

As the Prime Consultant, North Florida Professional Services (NFPS) has reviewed the request and is transmitting it to the County for consideration. The proposed adjustment pertains solely to the additional services identified by our subconsultant in the design and rebidding of the wastewater treatment plant.

We value the collaborative working relationship between the County, our team, and our Barge Design Solutions partners. Our intent in forwarding this request is to ensure transparency and provide the County with the information necessary to evaluate the additional effort being proposed.

Please feel free to contact Tori Humphries, project manager, or myself if you have any questions or if additional information would assist in your review. We appreciate the County's continued partnership and look forward to the successful completion of this project.

Sincerely,

Gregory G. Bailey, P.E.
President
North Florida Professional Services

Suwannee County Change Order Request Form

Vendor/Contractor Name: North Florida Professional Services, Inc.	Suwannee County Contract Number and Project Name: Catalyst Industrial Park Wastewater Treatment Plant
Total Amount of Additional Funds requested by this Change Order: \$330,000.00	Total Contract/Task Order price if Change Order is approved:
Number of Previously requested Change Orders: <u>0</u>	

Identify the Change Order work to be performed.

Additional design effort due to unforeseeable conditions and schedule compression, resulting in three additional equipment bid packages, non-scoped processing of equipment bids and submittals, a total project rebid, and redesign due to environmental restraints.

Explain how the work to be performed pursuant to this Change Order is different from the work requested by the initial request for information/request for qualifications/task order.

The design schedule was compressed from 12 months to 3 months, and the construction schedule was compressed from 24 months to 11 months. To meet these very tight schedules, it was decided to pre-purchase 3 major equipment packages. The initial project bid was deemed excessive in price and was repackaged and re-bid with additional cost control measures and alternative deductions. Environmental surveys identified protected species that required redesign and additional permitting effort.

Explain why the work contemplated by the Change Order was not included in the original submission by the vendor/contractor prior to being awarded the contract or assigned the task order.

The grant reimbursement deadlines were disclosed to the engineer only after the client had executed the contract, creating a risk of losing significant grant funds, which would be detrimental to the project. In good faith that Barge would be compensated for additional effort, it was agreed upon by NFPS, Suwannee County, and Barge to proceed forward with development of bid packages not knowing what the ultimate additional effort required. In addition to the bid packages, Barge proceeded with the required design modifications to pre-mitigate risks of missing construction/reimbursement deadlines or unfavorable permitting decisions.

Explain why the vendor/contractor could not have known that the work required by this Change Order could not have been known prior to being awarded the contract or assigned the task order.

Grant completion schedules were not revealed to Barge at the time of contract negotiation, Schedule and price negotiations required for the grant agreement with the County included the initially agreed upon timelines. After the agreement was reached, the timelines for both design and construction were shortened by 75% or more due to no fault of the Engineer.

Identify all other information necessary for County to decide whether to approve Change Order.

See Attached Exhibit A.

Signature of Contractor / Vendor (must be same person,
Or person must occupy the same position as the person, who
executed contract or accepted task order.

Date

Approved by Suwannee County

Project Manager / Engineer (if applicable)

Chairman BOCC / County
Administrator

Date

Date

Exhibit A: Supplemental Information/Justification for Change Order No. 1 – Catalyst Industrial Park Wastewater Treatment Plant

The Catalyst Industrial Park WWTP project is a very important project for the County, and NFPS is proud to support Suwannee County with a resilient, cost-effective design. Due to compressed grant reimbursement schedules and challenging environmental constraints, our team had to significantly adjust the original bid process, process treatment train and project timeline. Despite these changes, our commitment to delivering a quality project, on time, has never wavered.

Item	Amount
1. Rebid of Original General Contracting Bid	\$75,000.00
2. Redesign due to environmental discoveries	\$15,000.00
3. Additional Geotechnical Exploration due to RAI Permitting Agencies	\$25,000.00
4. Preparation and Solicitation Pre-Procurement Packages	\$75,000.00
5. Engineering During Construction	\$75,000.00
6. Treatment Process Design Changes	\$65,000.00
Total:	\$330,000.00

- 1. Rebid of Original General Contracting Bid \$75,000.00

The original General Contracting Bid resulted in a single bid response that was deemed too high in cost. The high cost was largely contributed to the short, allowed, construction time available due to grant reimbursement constraint. After negotiations with the bidder, a suitable solution for both parties could not be reached. Subsequently, the county negotiated more favorable terms for grant reimbursement. The Original Bid Package was restructured to generate more options and added approximately 20 sheets of design alternatives.

- 2. Redesign due to environmental discoveries \$15,000.00

Discovery of active gopher tortoises required three new plant layouts and hydraulic verification, as well as modifications to expand sprayfield locations.

- 3. Additional Geotechnical Exploration \$25,000.00

Additional geotechnical investigations with revised borings and foundation recommendations are necessary to accommodate changes to the design to escape environmental constraints on the site with regards to gopher tortoises and allowable sprayfield application rates.

4. Preparation and Solicitation Pre-Procurement Packages \$75,000.00

To meet accelerated schedules, three pre-procurement bid packages were prepared for MBR, standby power, and motor control center equipment. These packages required advanced engineering, preparation of bid documents, and evaluation of submittals, as lead times for these items often exceed nine months.

5. Engineering During Construction \$75,000.00

Added submittal review for pre-procurement packages and grant reimbursement certification are required to stay ahead of the contractor's needs during construction and timely delivery of the equipment. On-site commissioning support will be required to meet grant deadlines, as well as, contract alignment support between owner-provided equipment and the duties of the general contractor. ***Involvement of the Engineer of Record during construction is critical to the County's interests and significantly reduces risk during plant commissioning.***

6. Treatment Process Design Changes \$65,000.00

- a. Design Schedule Compression:

The design phase was reduced from 9 months to 3 months, and construction by 3 months, to meet grant deadlines. This required consistent involvement of senior staff and parallel design tracks, which led to some rework to synchronize disciplines.

- b. Process Selection:

The originally planned package plant was replaced with a modular Membrane Bioreactor (MBR) system. This required finer screening in the headworks, a larger and more complex structure, additional design interface with the equipment, and full redundancy of fine screens to protect the membranes and maintain warranties. An equalization tank was added to accommodate multiple pumped systems and future expansion.

Operational and Financial Benefits:

- The revised design will save over \$1 million in construction costs and more than \$500,000 in anticipated operations and maintenance (O&M) costs.

- Modular design allows operators to reduce energy use during low flows, using only a quarter of the energy compared to a ring steel plant. This is critical as O&M costs are not grant-reimbursed and the customer base is still developing.
- The plant is now more resilient, flexible, and capable of providing reuse water to future customers, offering additional revenue opportunities for the County.

**Breakdown of Effort for Request for Amendment
Suwannee County, Florida
Catalyst Industrial Park WWTF - Design**

3/10/2026

<i>Item</i>	<i>Name</i>	<i>Category</i>	<i>Hours</i>
1 \$75,000 Rebid of Original General Contracting Bid	K. Kennoy	Principal	5
	A. Peters	Project Manager	70
	P. Bizier	Technical Lead	78
	M. McKinney	Quality Control	10
	H. Brown	Technical Design	50
	L. Johnston	Technical Design	50
	J. Halford	Technical Design	30
	A. Luttrull	CAD	140
	J. Atkerson	Administration	10
	J. Reber	Cost Estimating	30
Total:			473
2 \$15,000 Redesign due to Environmental Discoveries	K. Kennoy	Principal	1
	A. Peters	Project Manager	5
	P. Bizier	Technical Lead	20
	H. Brown	Technical Design	40
	L. Johnston	Technical Design	50
	J. Halford	Technical Design	30
	A. Luttrull	CAD	40
Total:			186
3 \$25,000 Additional Geotechnical Exploration due to RAI	Geotechnical Sub	Geotechnical Exporation	\$20,000
	H. Brown	Technical Design	30
	A. Peters	Project Manager	5
Total:			35
4 \$75,000 Preparation and Solicitation Pre-Procurement Packages	K. Kennoy	Principal	1
	A. Peters	Project Manager	80
	P. Bizier	Technical Lead	80
	M. Erwin	Electrical Lead	80
	H. Brown	Technical Design	100
	L. Johnston	Technical Design	100
	J. Bowman	Controls Design	40
Total:			481
5 \$75,000 Engineering During Construction (Estimated)	K. Kennoy	Principal	1
	A. Peters	Project Manager	80
	P. Bizier	Technical Lead	80
	M. Erwin	Electrical Lead	60
	S. Cruickshank	Structural Lead	40
	H. Brown	Technical Design	60
	L. Johnston	Technical Design	60
	J. Halford	Technical Design	60
	J. Bowman	Controls Design	40
Total:			481
6 \$65,000 Treatment Process Design Changes	K. Kennoy	Principal	1
	A. Peters	Project Manager	20
	P. Bizier	Technical Lead	40
	M. Erwin	Electrical Lead	40
	S. Cruickshank	Structural Lead	20
	H. Brown	Technical Design	80
	L. Johnston	Technical Design	80
	J. Halford	Technical Design	10
	G. Gore	Electrical Design	50
	N. Jones	Structural Design	20
	J. Bowman	Controls Design	20
	A. Luttrull	CAD	50
	J. Atkerson	Administration	10
	J. Reber	Cost Estimating	2
Total:			443



County Administration

Executive Summary

Objective:

Award and authorize Chairman to execute contract for 2026-03 ITB General Contractor for Catalyst WWTP to Music Construction, pending County Attorney review.

Considerations:

- ITBs were unsealed on February 16th, 2026.
- There were three responses.
- Compliance check and document verification ensued between County Administration and the engineering firm on the project.
- Following the compliance check/document verification, the Engineer of Record recommends Music Construction for the contract.
- This contract will provide installation of the previously purchased components of the Catalyst Wastewater Treatment Plant.
- Per Board discussion on March 3rd, 2026, additional funding needed will come from reserves and a line of credit.

Budget Impact:

- Grant funded project. Amount: \$13,398,888.00
 - Amount from Grant: \$5,098,888.00
 - Amount from Reserves/Line of Credit: \$8,300,000.00

Recommendation:

Staff respectfully request the Suwannee County Board of County Commissioners to award and authorize Chairman to execute contract for 2026-03 ITB General Contractor for Catalyst WWTP, pending County Attorney review.

Respectfully Submitted:
Jason Furry, County Administrator

Dated:03/09/2026



Administration Services

224 Pine Ave, 2nd Floor, Live Oak, FL 32064
Jason Furry, County Administrator

Tabulation ITB 2026-03
General Contractor for Catalyst WWTP
Suwannee County, FL

Respondent Name	Location	Total Base Bid
Anderson Columbia Co., Inc.	Lake City, FL	\$15,750,333.00
Music Construction, Inc.	Live Oak, FL	\$13,398,888.00
Talcon Group, LLC	Havana, FL	\$14,139,491.50

**AGREEMENT BETWEEN SUWANNEE COUNTY
AND MUSIC CONSTRUCTION, INC.**

THIS AGREEMENT is entered into as of the Effective Date defined in Article II, below between SUWANNEE COUNTY (“COUNTY” or “OWNER”), a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 224 Pine Street, 2nd Floor, Live Oak, Florida 32064, and MUSIC CONSTRUCTION, INC. (“Contractor”), a Florida limited liability company whose address is 1528 Canyon Avenue, NE, Live Oak, Florida 32064.

NOW THEREFORE in of the parties hereby agree as follows:

1.0 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in Article 9 herein. The Work includes all bid drawings and specifications and is generally described as Catalyst Industrial Park Wastewater Treatment Facility.

2.0 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Catalyst Industrial Park Wastewater Treatment Facility.

3.0 ENGINEER

3.01 The ENGINEER, North Florida Professional Services OR THEIR DESIGNEE, on the project shall also be the Project Manager. The ENGINEER will act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. ENGINEER’s, who designed the project, is identified in the Supplementary Conditions.

4.0 - CONTRACT TIME

4.01 The following schedule will apply to the project:

- Award of contract by the Board of County Commissioners.
- CONTRACTOR shall return an executed copy of the contract to the COUNTY within **14 calendar days** of receipt.
- No more than **21 calendar day** following receipt of contract, CONTRACTOR shall provide the COUNTY evidence of Construction Bond (if applicable) and a Project Schedule. Notice to Proceed will then be issued.
- No more than **30 calendar days** following execution of contract, CONTRACTOR shall have **Substantial Construction started**.

Construction shall thereafter be continuous until the project is completed. **Definition of Substantial Construction:** All necessary equipment and personnel are on site and fully engaged in construction activities associated with the project specifications. Posting of signs, installation of silt fence and similar light duty work DOES NOT satisfy the requirements of substantial construction.

- Failure to comply with the aforementioned timeline may result in the County voiding the contract and the County beginning negotiations with the next lowest qualified bidder.
- Time extension requests shall be forwarded to the County Administrator for consideration. The County Administrator will convene a meeting with the engineer and the County Attorney to consider the request. The decision of the committee will be final.
- No work is allowed on Sundays or County designated holidays.

4.02. Contract time is six hundred (600) days, starting with the Notice to Proceed date to substantial completion, and six hundred sixty (660) days to final completion, as agreed upon by OWNER and CONTRACTOR.

4.03 *Liquidated Damages* Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the sum of \$3,000.00 per day for each day after the expiration of the contract time as defined in paragraph 4.02 until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner the sum of \$3,000.00 each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 *Correction Period/Warranty* The Correction Period specified in Paragraph 15.08 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.

5.0 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work a total contract amount not to exceed: THIRTEEN MILLION THREE HUNDRED NINETY EIGHT DOLLARS AND NO CENTS (\$13,398,888.00).

6.0 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall submit to ENGINEER a detailed payment application based on items shown on bid form. The CONTRACTOR shall sign and submit the detailed applications for payment in accordance with Article 15 of the Standard General Conditions of the Construction Contract. The detailed application for payment will be processed by ENGINEER as provided in the Standard General Conditions of the Construction Contract.

Payment shall be processed in accordance with the PROJECT MANUAL.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's payment application on monthly basis during performance of the Work, less such amounts as ENGINEER shall determine, in accordance with Articles 14 and 15 of the Standard General Conditions of the Construction Contract and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion as described in Section 15.03, Standard General Conditions of the Construction Contract. All such payments will be measured by the schedule of values established in paragraph 2.05 of the Standard General Conditions of the Construction Contract (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements, Part IV, Technical Specifications, Bidding and Construction Contract Documents for the Project.

B. The Owner shall withhold, from each progress payment made to the contract, 5% as retainage. Retainage will be released (paid) to the CONTRACTOR when the project is completed and has been accepted by the COUNTY.

6.03 Final Payment

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

6.04 Payment

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

7.0 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. This contract consists of all items listed herein and all documents, specifications and requirements included in the bid package prepared by North Florida Professional Services and the COUNTY, and all responses to questions received during the bid solicitation.

B. CONTRACTOR has examined and carefully studied the requirements of the Local Small Business Procurement Program.

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

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

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

F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

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

H. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in all the Contract Documents.

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

J. CONTRACTOR has given the Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to CONTRACTOR.

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

8.0 CONTRACT DOCUMENTS

8.1 Contents

A. The Contract Documents shall consist of the following:

1. This Agreement
2. Construction Performance Bond
3. Construction Documents for Catalyst Industrial Park Wastewater Treatment Facility
 - a. Standard General Conditions of the Construction Contract
 - b. Bid Solicitation Package (including all attachments)
 - c. All addendums to solicitation (addendums 1-5 with all attachments)
 - d. Project Manual
 - e. Catalyst Industrial Park WWTP Plans signed by Engineer Paul A Bizier
 - f. All other documents referenced in the Bid Solicitation Package
4. Human Trafficking Affidavit
5. CONTRACTOR'S executed bid documents, including all attachments and referenced documents.
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Field Order(s)

- c. Work Change Directive(s);
- d. Change Order(s).

B. The documents listed in paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above) and are incorporated herein by reference.

C. There are no Contract Documents other than those listed above in this Article 8 and this agreement.

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

8.02 Precedence. In the event of a conflict or inconsistency between the Agreement documents, the order of precedence (in descending order) is as follows: Written Amendments, Change Orders, Work Change Directives, Field Orders, this Agreement, Special Conditions, Supplementary Conditions, Standard General Conditions, Technical Specifications, Construction Drawings and CONTRACTOR'S Bid.

9.0 Standard of Care

9.1 CONTRACTOR represents to COUNTY that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner and specifically warrants that all Services shall be performed by skilled and competent personnel to the standards in the field.

9.2 The CONTRACTOR shall, at no additional cost to the COUNTY, re-perform all those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

10.0 Independent Contractor

10.1 The CONTRACTOR undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods and manner of performance.

10.2 The COUNTY shall have no right to direct the methods the CONTRACTOR uses to perform the Services, but the COUNTY shall have the right to observe the CONTRACTOR's performance.

10.3 The CONTRACTOR shall work closely with the COUNTY in performing Services under this Agreement.

10.4 The CONTRACTOR shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation,

judgment, lien or any form of indebtedness. The CONTRACTOR shall have no right to speak for or bind the COUNTY in any manner.

10.5 Comprehensive General Liability Insurance. CONTRACTOR shall maintain limits of \$1,000,000 per occurrence, exclusive of defense costs, combined single limit for bodily injury and property damage including premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and contractual liability endorsement. Notwithstanding the foregoing requirement, the insurance requirements may vary depending on the Services the CONTRACTOR will provide for each project as determined by the County Administrator. Accordingly, the COUNTY may from time to time require the CONTRACTOR to provide a higher level of coverage for certain Services provided in support of a specific task order for certain projects and time periods.

10.6 Business Auto Liability: CONTRACTOR shall have liability insurance for each and every automobile used in the performance of this Agreement. Said automobile insurance shall be no less than limits of \$1,000,000 per occurrence, exclusive of defense costs, with combined single limit for bodily injury and property damage. This shall include owned vehicles, hired and non-owner vehicles and employee vehicles used in the project.

10.6 Workers Compensation. CONTRACTOR shall provide, pay for and maintain workers compensation insurance on all CONTRACTOR's employees, agents or subcontractors as may be required by applicable Florida law.

11.0 Compliance With Laws

11.1 In performance of the Services, the CONTRACTOR agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If CONTRACTOR observes that the Agreement Documents for a particular project are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 381, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices.

11.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program

("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference . If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction or FOOT agreements, as required by COUNTY agreement for the same. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

12.0 Public Entity Crimes

128.1 The CONTRACTOR understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, *Florida Statutes*, relating to conviction for a public entity crime apply to the CONTRACTOR.

13.0 COUNTY's Responsibilities

13.1 The COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that the CONTRACTOR may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the COUNTY.

14. TERMINATION OF AGREEMENT

14.1 The COUNTY may terminate this Agreement, in whole or in part, at any time, either due to the failure of the CONTRACTOR to fulfill its obligations under this Agreement or for the COUNTY's convenience. The COUNTY shall deliver written notice of such termination to the CONTRACTOR, and upon receipt thereof, the CONTRACTOR shall:

14.1(a) Immediately discontinue all affected Services unless the notice directs otherwise; and

14.1(b) Deliver to the COUNTY all data, reports, summaries, and all such other information and materials of whatever type or nature may have been generated, received or otherwise accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

14.2 Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the CONTRACTOR shall be paid for Services actually rendered through the

date of termination.

14.3 The rights and remedies of the COUNTY provided for in this Section 10 are in addition and supplemental to any and all other rights and remedies provided bylaw or under this Agreement.

15.0 Governing Law and Venue

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida. The exclusive venue for any disputes or litigation with respect to the obligations under this Agreement shall the state court of appropriate jurisdiction in Suwannee County, Florida.

16.0 Non-Discrimination

16.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status or family status.

17.0 Waiver

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

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement (this includes all Agreement Documents).

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

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

18.4 The provisions of this Section 14 shall not prevent this Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

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

20.0 Modification

20.1 The provisions, terms and conditions stated in this Agreement may not be modified, superseded or otherwise altered unless by a written amendment executed by both the COUNTY and the CONTRACTOR.

21.0 Successors and Assigns

21.1 The COUNTY and the CONTRACTOR each binds itself and its officers, successors, assigns and legal representatives to the other party to this Agreement.

21.2 The CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY, which the COUNTY may unreasonably withhold in its sole discretion.

21.3 Any approved assignment shall not release CONTRACTOR from responsibility to COUNTY for performance of the Agreement.

22.0 Truth-In-Negotiation Certificate

22.1 The CONTRACTOR's execution of this Agreement serves as its execution of a Truth-in-Negotiation certificate certifying that the rates used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

23.0 Ownership of Documents

23.1 The CONTRACTOR shall be required to cooperate with other COUNTY employees or contractors and shall timely provide those employees or contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as the COUNTY may determine in its sole discretion. The CONTRACTOR is not liable for any damages, injury or costs associated with the

COUNTY's use or distribution of these documents for purposes other than those originally intended by the CONTRACTOR.

24.0 Contingent Fees

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

25.0 Assets and Audits

25.1 The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The COUNTY shall have access to all books, records, and documents that the CONTRACTOR must maintain in accordance with this Section 21 for the purpose of inspection or audit during the CONTRACTOR's normal business hours at its usual place of business.

25.2 All invoices submitted to the COUNTY pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

26.0 Notice

26.1 Any notice, demand, communication, or request that is required to be delivered to a Party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered at the place last specified by such party: (i) in person, (ii) via nationally recognized overnight delivery service, (iii) via Certified United States Mail, postage prepaid with return receipt requested, or (iv) via email, with confirmation from the recipient acknowledging receipt thereof within 72 hours (and if there is no receipt within such time period, one of the other methods described in this Section 22.1 must be utilized). The parties initially designate the following as their respective places for delivery of notice:

As to COUNTY

Suwannee County
Attn: County Administrator
224 Pine Avenue
Second Floor
Live Oak, Florida 32064
Email: gregs@suwcountyfl.gov

As to CONTRACTOR

Music Construction, Inc.
c/o Edward Music
1528 Canyon Avenue, NE

26.2 Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the CONTRACTOR and the COUNTY.

27.0 Contract Administration

23.1 The CONTRACTOR shall deliver the Services under the general direction of the Suwannee County Administrator. The County Administrator may designate an agent for administration of performance of individual task orders or his designee shall act as the COUNTY'S representative during the term of this Agreement.

28.0 Limitation of Liability

28.1 IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

29. Non-Waiver of Sovereign Immunity

Other than the express obligations of the COUNTY as set forth in this Agreement, nothing about this Agreement shall be construed as a waiver of the COUNTY'S Sovereign Immunity.

30. Public Records Law

30.1 The CONTRACTOR acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONTRACTOR acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement.

(RESERVED)

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

Dated this _____ day of _____, 2026

For the COUNTY

For the CONTRACTOR, MUSIC
CONSTRUCTION, INC.

By: _____
Hon. Franklin White
Chairman
Suwannee County Board of County
Commissioners

By: _____
Edward A. Music
Authorized Agent of Music Construction,
Inc.

Attest: _____
Hon. Barry Baker
Clerk of the Circuit Court

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Federal Water Pollution Control Act)
6. Energy Efficiency
7. Conflict of Interest
- ~~8. Utilization of Minority and Women Owned Business Enterprises (M/WBEs)~~
- ~~9. Davis-Bacon Act~~
10. Contract Work Hours and Safety Standards Act
11. Health and Safety
12. E-Verify
- ~~13. Equal Opportunity Provisions~~

1. Termination (Cause and Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
- (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
 - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in progress.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of the Treasury, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, as they may relate this contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for five years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$150,000, the contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the U.S. Department of the Treasury and the Atlanta Regional Office of the Environmental Protection Agency (EPA). The contractor shall include this clause in any subcontracts over \$150,000.

6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall incorporate the language set forth in this paragraph prohibiting conflict of interest in all subcontracts.

~~8. Utilization of Minority and Women Owned Business Enterprises (M/WBEs)~~

~~The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:~~

- ~~• Florida Department of Management Services, Office of Supplier Diversity,~~
- ~~• Florida Department of Transportation (construction services, particularly highway),~~
- ~~• Minority Business Development Center in most major cities, and~~
- ~~• Local government M/WBE programs in many large counties and cities.~~

~~A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.~~

~~9. Davis-Bacon Act (Applicable to contracts/subcontracts \$2,000 or more)~~

~~1. Minimum Wages~~

~~(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular~~

~~weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.~~

~~(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:~~

- ~~1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and~~
- ~~2. The classification is utilized in the area by the construction industry; and~~
- ~~3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.~~

~~(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

~~(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

~~(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing~~

~~work in the classification under this contract from the first day on which work is performed in the classification.~~

- ~~(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.~~
- ~~(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.~~

2. Withholding

~~The Department of Commerce shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Department of Commerce may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.~~

3. Payrolls and basic records

- ~~(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or~~

mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of Commerce if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Commerce. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Commerce, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

~~c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.~~

~~(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.~~

~~(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.~~

~~(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Commerce or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.~~

4. Apprentices and Trainees

~~(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.~~

~~Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(iii) *Equal Employment Opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.~~

5. Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these

~~clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.~~

~~7. Contract termination: debarment~~

~~A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.~~

~~8. Compliance with Davis Bacon and Related Act requirements~~

~~All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.~~

~~9. Disputes concerning labor standards~~

~~Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.~~

~~10. Certification of eligibility~~

~~(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).~~

~~(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.~~

10. Contract Work Hours and Safety Standards Act (Applicable to contracts/subcontracts \$100,000 or more)

1. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1.) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

paragraph (1.) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages

The Department of Commerce shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

11. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of the Treasury or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. E-Verify

A. Section 448.095, Florida Statutes, requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required

under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

- B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>.

- C. If the contractor does not use E-Verify, the contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this contract.

13. Equal Opportunity Provisions

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Applicable to contracts/subcontracts above \$10,000)

1. As used in these specifications:

(a). "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(b). "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(c). "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d). "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(a). Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen,

superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b). Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c). Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d). Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e). Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

(f). Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g). Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

~~(h). Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.~~

~~(i). Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.~~

~~(j). Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.~~

~~(k). Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.~~

~~(l). Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.~~

~~(m). Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.~~

~~(n). Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.~~

~~(o). Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.~~

~~(p). Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.~~

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively

participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

~~B. Contracts Not Subject to Executive Order 11246, as Amended (Applicable to contracts/subcontracts \$10,000 and under)~~

During the performance of this contract, the contractor agrees as follows:

- ~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.~~
- ~~(2) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.~~
- ~~(3) Contractors shall incorporate foregoing requirements in all subcontracts.~~

~~C. Equal Opportunity Clause (Applicable to contracts/subcontracts above \$10,000)~~

During the performance of this contract, the contractor agrees as follows:

- ~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~
- ~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~
- ~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has~~

- access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- ~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~
- ~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~
- ~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~
- ~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~
- ~~(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.~~

~~D. Civil Rights Act of 1964~~

~~Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or~~

be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. ~~Age Discrimination in Employment Act of 1967, as Amended~~

It shall be unlawful for an employer-

- ~~(1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;~~
- ~~(2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or~~
- ~~(3) to reduce the wage rate of any employee in order to comply with this section.~~

F. ~~Title II of the Genetic Information Nondiscrimination Act of 2008~~

~~(1) Under Title II of the Genetic Information Nondiscrimination Act (GINA), it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.~~

~~The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.~~

~~(2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.~~



THE CHAIRMAN CALLS FOR ADDITIONAL ITEMS.

1. _____
2. _____
3. _____
4. _____
5. _____