# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

#### **CONSENT AGENDA**

**MAY 7, 2015** 

5:30 P.M.

- (1) External Budget Amendment Operations Department BA # 15-47 Replacement of the Air Conditioning System at the Richardson Community Center \$27,500.00
- (2) External Budget Amendment Public Works Department BA # 15-48 Equipment Purchases \$219,627.00
- (3) External Budget Amendment Landscape & Parks BA # 15-49 Safety Equipment Four (4) Stop Safe Pitching Screens \$3,000.00
- (4) External Budget Amendment Animal Control BA # 15-50 Requesting Additional Funding Purchase and Installation of a Voice Mail System \$952.50
- (5) External Budget Amendment Columbia County Fire Rescue Department BA # 15-51- To Appropriate Receipt from Insurance Claim \$10,826.19
- (6) BCC Administration Agreement with Richardson Community Center Summer Youth Program \$16,000.00
- (7) Public Works Department Requesting Approval to Enter Private Property Emergency Basis and Repair a Hole 410 NW Nye Hunter Drive
- (8) Public Works Department Utility Permit Comcast/FCCG County Road 252
- (9) Public Works Department Utility Permit Comcast/FCCG County Road 252-B
- (10) Public Works Department Utility Permit Florida Power And Light Company Highway 250, Brady Circle and Mission Ridge Court
- (11) Public Works Department Utility Permit Comcast/FCCG County Road 252

- (12) Operations Department Florida Department of Transportation Small County Outreach Program Agreement Road Reconstruction of Bell Road from US 41 to US 441 \$1,165,836.00 Resolution No. 2015R-2
- (13) Public Works Department Requesting Approval to Enter Private Property Removal of a Rotten Tree James Moates, Property Owner 570 N.W. Spradley Road
- (14) Public Library Requesting to Close Library July 4-5, 2015 One Branch will be Open on Sunday
- (15) Public Library Declaration of Junk Property (see attached list)
- (16) Columbia County Fire Rescue Requesting to Amend the Fire Department Pay Grade Schedule
- (17) Central Communications Requesting Approval to Accept a Donation of Land from Wells Fargo Bank 229 SW Oriole Place
- (18) Operations Department FDOT Widening and Resurfacing of SW Callahan Avenue from Hope Henry Road to SR 247 \$905,827.00 Resolution 2015R-3
- (19) Purchasing Requesting Approval Bid No. 2015-E Beaver Bulk, Inc. Annual Limerock
- (20) Purchasing Bid Award No. 2015-04 John C. Hipp Construction Company, Inc. Resurfacing of SW Mary Ethel, SW Cardinal and SW Forest Lawn \$151,832.00
- (21) BCC Administration Columbia High School Requesting Approval of Fireworks Display Graduation Ceremony for 2015 CHS Students
- (22) BCC Administration Sports Advisory Council Recommendation for Netting at Soccer Complex in Lieu of Fencing
- (23) BCC Administration Requesting Approval for Hiring of Assistant County
  Manager
- (24) BCC Administration Requesting Minute Approval Board of County Commissioners Meeting April 16, 2015

#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: _4/2/15	Meeting Date: _5/7/15	
Name: Kevin Kirby	Pepartment:	
Division Manager's Signature: _		
1. Nature and purpose of agence	da item: Replace AC units at Richardson Community Center.	<del></del>
Attach any correspondence info	ormation, documents and forms for action i.e., contract agreements	, quotes,
2. Fiscal impact on current budg	get.	
Is this a budgeted item?	□ N/A	
	☐ Yes Account No	
	✓ No Please list the proposed budget amendment to fund this re	equest
Budget Amendment Number: B	A 15-47	
FROM 001-8400-584.90-99	<u>TO</u> <u>AN</u> 001-7200-572.30-46	MOUNT
General Fund/ Cash Balance Forward	General Fund/ Richardson Repairs and Maint. \$27	7,500
	•	
	For Use of County Manger Only:	
	[ ] Consent Item [ ] Discussion Item	

District No. 1 - Ronald Williams

District No. 2 - Rusty DePratter

District No. 3 - Bucky Nash

District No. 4 - Everett Phillips

District No. 5 - Scarlet P. Frisina



# BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

#### **MEMORANDUM**

TO:

Ben Scott, Assistant County Manager

FROM:

Kevin Kirby, Operations Manager

**DATE:** 

April 2, 2015

**SUBJECT:** 

Richardson Community Center Air Conditioners

It has been brought to my attention that the air conditioners at the Richardson Community Center need to be replaced. The estimated cost is \$27,500.

Please advise how you wish to proceed and a funding source.

Thank you.

TO: BEN SCOTT, ASSITANT COUNTY MANAGER

FROM: FRANK HARRIS, FACILITIES MAINTENANCE

SUBJECT: REPLACEMENT OF AIR CONDITIONERS AT RICHARDSON COMMUNITY CENTER

FOUR EACH SELF CONTAINED 10 TON ROOF TOP A/C UNITS \$23,440.00

DUCT WORK \$2500.00

REMOTE SENSORS & DUCT LINERS \$600.00

CRANE SERVICE \$600.00

MISC. \$360.00

THIS AMOUNTS TO A TOTAL OF \$27,500.00

**FRANK** 

## **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

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Today's Date: April 15, 2015	Meeting Date: May 7, 2015	
Name: Kevin Kirby	Department: Public Works	
Division Manager's Signature:		
1. Nature and purpose of agen	da item: Equipment Purchase	
Attach any correspondence inf memorandums, etc.	formation, documents and forms for action i.e., o	contract agreements, quotes,
2. Fiscal impact on current bud	lget.	
Is this a budgeted item?	□ N/A	
	Yes Account No.	
	✓ No Please list the proposed budget amend	dment to fund this request
Budget Amendment Number: E	BA 15- 4 8	
<u>FROM</u>	<u>TO</u>	<b>AMOUNT</b>
10184005849097	10142705416064	183,5 <del>4</del> 3
Equipment Reserve	Equipment Purchases	
10143005413152	10142705416064	36,084
Dust Suppressant	Equipment Purchases	
	For Use of County Manger Only:	

[ ] Consent Item [ ] Discussion Item

District No. 1 - Ronald Williams

District No. 2 - Rusty DePratter

District No. 3 - Bucky Nash

District No. 4 - Everett Phillips

District No. 5 - Scarlet P. Frisina



# BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

#### **MEMORANDUM**

TO:

Dale Williams, County Manager

FROM:

Kevin Kirby, Operations Manager

DATE:

April 15, 2015

**SUBJECT:** 

**Equipment Purchases** 

I am requesting permission to purchase the following:

- 1. John Deere tractor with side boom mower to replace a 2004 John Deere with a broken boom and differential. It is no longer cost effective to continue to repair---\$112.345.
- 2. Mack dump truck to be made into a fuel truck that will replace a 1999 with 330,000 miles. It is no longer cost effective to continue to repair. The bed from the old truck can be used on the new truck----\$90,081.
- 3. Lift for mechanic shop. The current lift is only certified for 26,000 lbs. Our dump trucks weigh 29,000 lbs. therefore it is unsafe to use the existing lift when working on dump trucks----\$17,200.

The funding for these items will come from our equipment reserve account and dust suppressant monies.

Items 1 and 2 are on the Florida Sheriff's Contract and we have three (3) quotes for the lift.

Your consideration is appreciated.

ACCT #

LAKE CITY AUTO PARTS

Apr 08 15 02:42p

Lake City Auto Parts 369 296 S.W.NASSAU ST LAKE CITY, FL. 32025 Lake City, FL 32025

SM30N012E	3L	RTY	ROTARY LIFT	$\frac{1.00}{36}$	,018.00	17200.0000	17,200.00
<b>P</b> /	ART NUMBER	LN	DESCRIPTION	QUANTITY	LIST	PRICE	TOTAL
0	Lake City, FL	32056-1529		700002369	10 HARREI	<u>. L</u>	
sr #	7525955			STORE #	EMP #		
2005	Col Co Bd Co Co Po Box 1529	ommissioner	9	04/08/2015	15:37	<del></del>	

SOLD TO

TOTAL ---->

DATE

17,200.00

Page 1 of 1

TIME

\*\*\* Plus Applicable Taxes. \*\*\*
\*\*\* Prices Subject to Change Without Notice. \*\*\*

\* \* THIS IS NOT AN INVOICE \* \*

#### PHIL ALLEN INC.

THE STORE 386-754-5824



Ammco

Heavy Duty Closed Front Lifts, 30,000 4-Post Lift w/ 34' Wide Runway, Blue

part#: AMM-AC30C6H0B

Maximum Capacity: 30,000lb
 Maximum Wheelbase: 350"
 Max. 2 Wheel Alignment: N/A

Rise: 68"

Overall Length: 34' 7-1/2"
 Overall Width: 12' 5-1/2"

Overall Height: 92"

Inside of Columns: 132-1/2"
Between Columns: 353-3/4"
Width of Runways: 24"

· Height of Runways: 9"

• Width Between Runways: 54"-75"

Motor: 3HP

Voltage: 208-230V
Speed of Rise: 105 sec

Amps: 30

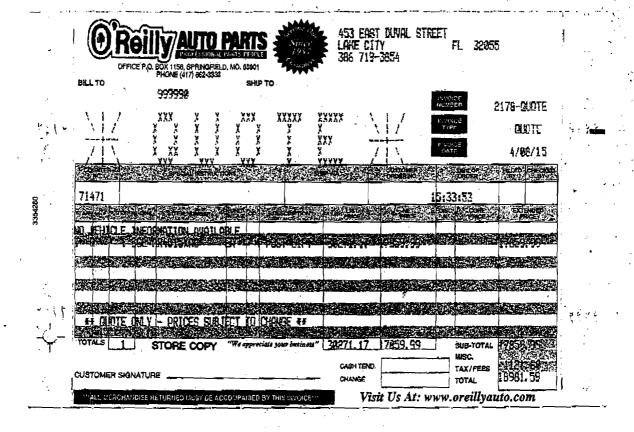
Weight: 6250.0000 lbs.

Case quantity: 1

Sale Price: \$18,908.00

Expiration Date: 4/30/2015

Plus





🙏 JOHN DEERE

# Sales Quote

April 8, 2015

To: Columbia County Road Department

Attn: Dewey Moore

From: Jacob Brown and Chad Cole

We are pleased to quote you on following:

One (1) Alamo Samurai 22ft Side boom mower with electronic joystick control. This unit is equipped with a 50" Heavy Duty Rotary type head with a hydraulic door. This unit is factory mounted and certified on a one (1) John Deere 6105D utility tractor equipped with cab/ac, 4wd, 12x12 power reverser transmission, air ride seat and factory installed lexan windows on side and rear for operator safety.

\*This quote is directly off of the Florida Sheriffs Contract (Bid Announcement # 14-12-0904 Effective dates: October 3, 2014-September 30,2015)\* All purchase orders are to be made out to Beard Equipment Company.

We have two of these units in stock available for immediate delivery and lead time times on new factory orders are 120-180 days.

Contract Price \$111,695.00

Delivery to site \$650.00

Total Delivered Price \$112,345.00

Thank you for the opportunity to serve you.

Jacob Brown

386-984-5376



# **CHASSIS SPECIFICATIONS SUMMARY**

April 10, 2015

201	6	M	A	CK	Gl	<b>J532</b>

SERVICE/UTILITY.	. On Hwy
STRAIGHT TRUCK WITHOUT	TRAILER

Engine CUMMINS ISL-D		Transmission FRO-11210C	
	345HP	Clutch	1335501 EATON
Front Axle	14,600# FXL14.6	Rear Axle	23,000# RS-23-160 Ratio 4.56
Suspensio	n 14,600#	Suspension	23,000# MULTILEAF
Tires	Front: 11R22.5	Wheels	22.5x8.25 ALUMINUM DISC
	Rear: 11R22.5		22.5x8.25 ALUMINUM DISC
Ratings	GVW: 36,220#	Fuel Tanks	LH: 66gal
Fifth Whee	1	Sleeper	

PRICING SUMMARY

FRICING SUMMAR!	41.5
	<u>List Price</u>
CHASSIS BASE	\$155,379.00
Factory Options	\$2,206.00
Allison Pricing	\$0.00
Freight	\$2,100.00
Less Additional Factory Rebate	
Sales Allowances	
TOTAL FACTORY	\$159,685.00
Locally Installed Options	\$0.00
Soft Products/Bulldog Protection Plans	\$0.00
TOTAL FACTORY & LOCAL	\$159,685.00
Less Customer Discount from List	\$69,444.20
SELLING PRICE (Excluding Taxes/Fees/Trade)	\$90,240.80
Less Trade Allowances per New Vehicle	\$0.00
QUOTED PRICE OR TRADE DIFFERENCE	\$90,240.80
Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$159.70)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees not subject to FRET	
ACQUISTION COST (Include Trade if applies)	\$90,081.10
Less Down Payment	,
BALANCE DUE Per Unit	\$90,081.10
PRICE (Total Order)	\$0.00
BALANCE DUE (Total Order)	\$0.00

Truck priced via FSA Contract Bid No 14-12-0904 Spec #14

Total Quantity: 0

Estimated Total Weight: 12,918#

Reference#: AJKF007916B

Prepared For:

Customer Signature Date

Dealer Signature Date

Columbia County BOCC

Presented By BRYAN SAPP NEXTRAN LAKE CITY

Phone. –

ŁAKE CITY, FLORIDA 32025 (800) 559 6225

Fax: -

#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

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Today's Date: April 22, 2015	Meeting Date: May 7, 2015	
Name: Clint Pittman		rks
Division Manager's Signature:		
1. Nature and purpose of agen	da item: Budget Girls Softball tournament revenues for sa	ifety equipment.
Purchase four(4) stop safe pitching se	creens.	
Attach any correspondence inf memorandums, etc.	ormation, documents and forms for action i.e., co	ontract agreements, quotes,
2. Fiscal impact on current bud	get.	
Is this a budgeted item?	□ N/A	
	Yes Account No.	
	✓ No Please list the proposed budget amend	ment to fund this request
Budget Amendment Number:	A 15-49	
FROM	<u>TO</u>	<b>AMOUNT</b>
001-0000-347.60-10	001-3740-575.30-01 County Parks	\$3,000
General Fund / Tournament Fees	County Faiks	

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

## **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

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## **AGENDA ITEM REQUEST FORM**

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Today's Date: April 28, 2015	Meeting Date: May 7, 2015
Name: _David Kraus	Department: Animal Control
Division Manager's Signature:	LAL
1. Nature and purpose of agenda	a item: Request by Humane Society for additional funding of \$952.50 for the
purchase and installation of a voice ma	il system for Animal Control
Attach any correspondence info memorandums, etc.	rmation, documents and forms for action i.e., contract agreements, quotes,
2. Fiscal impact on current budg	et.
Is this a budgeted item?	□ N/A
	Yes Account No.
	☑ No Please list the proposed budget amendment to fund this request
Budget Amendment Number: BA	15-50
FROM	TO AMOUNT
Cash Balance Forward 001-8900-348.90-98	LC CC Humane Society \$952.50 001-6235.362.80-56

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

#### **MEMORANDUM**

TO: Columbia County Board of County Commissioners

From: David Kraus, Safety Manager

Date: April 28, 2015

RE: Request for Additional Funding by Humane Society

The Columbia County Board of County Commissioners has previously donated a Nortel telephone system to the Columbia County Lake City Humane Society. The system was removed from the 911 Communications Center and was installed at the Humane Society by the vendor that installed and maintained the system for the County, Intella Communications Services. The Humane Society has experienced several technical issues and has been working with Intella Communications Services to get the phone system functional. However, they have found that it does not have voice mail capabilities which negatively impact the provision of Animal Control services.

The Humane Society appreciates the donation of the phone system and respectfully requests the Columbia County Board of County Commissioners approve additional funding of \$952.50 to purchase and install a Star Talk voicemail system with 20 voice mailboxes.



1919 SW Ichetucknee Ave Lake city FL 32024 386-719-9919 PH 386-7<u>54-6861 FAX</u>

# PROPOSAL

PROPOSAL SUBMITTED TO	WORK TO BE PERFORM	MED AT
NAME: Lake City Humane Society	ADDRESS:	
ADDRESS:	CITY:	
CITY: Lake City FL	DATE OF INSTALL:	
PHONE / FAX:	PROPOSAL DATE:	3.24.15
WE HEREBY PROPOSE TO FURNISH ALL THE MATERIALS A COMPLETION OF:  1 Star Talk Flash 4 voice mail with 20 Install Program and setup		\$952,50
	SALES TAX	
·	SALES TAX TOTAL	\$952.50
WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED F WORKMAN LIKE MANNER FOR THE SUM OF:	TOTAL  AND THE ABOVE WORK TO BE PERFORMS	ED IN ACCORDANCE
WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED F WORKMAN LIKE MANNER FOR THE SUM OF: WITH PAYMENTS TO BE MADE AS FOLLOWS:	TOTAL  AND THE ABOVE WORK TO BE PERFORMS FOR THE ABOVE WORK AND COMPLETED  \$952.50	ED IN ACCORDANCE IN A SUBSTANTIAL
ALL MATERIALS ARE QUARANTEED TO BE AS SPECIFIED, A WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED F WORKMAN LIKE MANNER FOR THE SUM OF: WITH PAYMENTS TO BE MADE AS FOLLOWS: DUE UPON COMPLETION OF INSTALLATION AN INVOICE, AT WHICH TIME LATE FEE WILL BE C	TOTAL  AND THE ABOVE WORK TO BE PERFORMS FOR THE ABOVE WORK AND COMPLETED \$952.50  ND LATE AFTER 30 DAYS FROM DA	ED IN ACCORDANCE IN A SUBSTANTIAL
WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED F WORKMAN LIKE MANNER FOR THE SUM OF: WITH PAYMENTS TO BE MADE AS FOLLOWS: DUE UPON COMPLETION OF INSTALLATION AN	TOTAL  AND THE ABOVE WORK TO BE PERFORMS FOR THE ABOVE WORK AND COMPLETED \$952.50  ND LATE AFTER 30 DAYS FROM DAY HARGED  ICATIONS INVOLVING EXTRA COSTS, WILL CHARGE OVER AND ABOVE ESTIMATE. AL	ED IN ACCORDANCE IN A SUBSTANTIAL  ATE OF  BE EXECUTED
WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED BE WORKMAN LIKE MANNER FOR THE SUM OF:  WITH PAYMENTS TO BE MADE AS FOLLOWS:  DUE UPON COMPLETION OF INSTALLATION AN INVOICE, AT WHICH TIME LATE FEE WILL BE COMPLETED ONLY UPON WRITTEN ORDERS, AND WILL BE AN EXTRA COMPLETED ONLY UPON WRITTEN ORDERS, AND WILL BE AN EXTRA COMPLETED ONLY UPON WRITTEN ORDERS, AND WILL BE AN EXTRA COMPANDERS.	TOTAL  AND THE ABOVE WORK TO BE PERFORMS FOR THE ABOVE WORK AND COMPLETED  \$952.50  ND LATE AFTER 30 DAYS FROM DAY HARGED  ICATIONS INVOLVING EXTRA COSTS, WILL CHARGE OVER AND ABOVE ESTIMATE. ALE EYOND OUR CONTROL.	ED IN ACCORDANCE IN A SUBSTANTIAL  ATE OF  BE EXECUTED

#### NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS

The above prices, specifications and conditions are satisfactory and are hereby accepted. Your are authorized to do the work as specified. Payment will be made as outlined above.

3/25/2	015	LAke City Humane Society.xls
	Accepted:	Signature:
	Date:	Signature:
1		

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# **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

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Today's Date: August 28, 2015	Meeting Date: May 7, 2015	
Name: David Kraus/David Boozer	Department: CCFR	
Division Manager's Signature:	At	
1. Nature and purpose of agen	da item: To Appropriate Receipt from Insurance Claim. \$10,824	
Cla	im # 2 78794	
Attach any correspondence inf memorandums, etc.	formation, documents and forms for action i.e., contract agree	ments, quotes,
2. Fiscal impact on current bud	lget.	
Is this a budgeted item?	□ N/A	
	Yes Account No	<u>—</u>
	☑ No Please list the proposed budget amendment to fund	this request
Budget Amendment Number: E	BA 15-51	
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Insurance Payment	Repairs and Maintenance  102~ 22CC~ 522, 30~46	10.826 19
102-0000-349.10-00	100 2200-522, 50-46	· ·

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

#### **MEMORANDUM**

TO:

Columbia County Board of County Commissioners

From:

David Kraus, Safety Manager

Date:

April 28, 2015

RE:

Request for Appropriation of Insurance Claim

On February 28, 2015, the 2015 Kenworth Engine was involved in a traffic accident that resulted in damage to the vehicle. The county's insurance carrier has paid \$10,826.19 on the claim to repair the Engine. The CCFR requests that the Columbia County Board of County Commissioners approve a budget amendment appropriating the \$10,826.19 from revenues into the Maintenance and Repairs of the Fire Department.

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#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## **AGENDA ITEM REQUEST FORM**

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Today's Date: 4/11/15	Meeting Date: <u>5/7/15</u>	
Name: Ben Scott	Department: Administration	
Division Manager's Signature:	Ren Scort	
1. Nature and purpose of agenda	item: Richardson Community Center summer youth program agr	reement. \$16,000
Attach any correspondence informemorandums, etc.	mation, documents and forms for action i.e., contract	agreements, quotes,
2. Fiscal impact on current budg	et.	
Is this a budgeted item?	□ N/A	
	✓ Yes Account No. <u>001.7200.572.3034</u>	<del></del>
	☐ No Please list the proposed budget amendment to	o fund this request
Budget Amendment Number:		
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
	For Use of County Manger Only:	

Consent Item [ ] Discussion Item

#### **CONTRACT FOR SERVICES**

This Contract entered into this \_\_\_\_day of May, 2015, by and between Columbia County, Florida, acting through its Board of County Commissioners, hereinafter called "County" and the <u>Richardson Community Center</u> hereinafter called "Contractor".

## **WITNESSETH**

That for and in consideration of the sum of \$16,000 to be paid by the County to the Contractor in one lump sum at the beginning of the summer program.

Contractors agrees to furnish the County the following described services from October 1, 2014 to September 30, 2015, in the Columbia County, Florida, which services the County finds, will serve a County purpose:

TO PROVIDE A RECREATIONAL YOUTH SUMMER CAMP PROGRAM FOR COLUMBIA COUNTY, FL RESIDENTS.

Contractors agrees to furnish the County with an annual financial statement, which shall consist of a balance sheet and profit and loss statement. Every Fifth year the Contractor agrees the financial statement shall be a compilation prepared by a certified public accountant.

Contractor also agrees that funding under this contract must be expended in the fiscal year it was allocated or it is forfeited.

County agrees to furnish the existing Richardson Recreational employees to conduct registration and supervision of the summer program.

Both parties agree that all registration fees and donations will be deposited directly into the account of Richardson Community Center. Both parties also agree that all expenses associated with the Richardson Summer Camp Program are the responsibility of the Richardson Community Center.

The above parties acknowledge Columbia County Board of Commissioners have a general Purchasing policy manual for use by all agencies under their budgetary control. The policy is to award the purchase or contract to the lowest bidder; however, other contributing factors may justify awarding to higher or more responsible bidder. The bid of a resident of Columbia County, Florida may have 5% preference over the bid submitted by a non-resident of Columbia County, Florida. The Board of County Commissioners reserves the right to award a bid which will be in the best interest of the County.

The parties further acknowledge Columbia County, Florida has no direct or indirect responsibility for management, operations, or other activities or functions of the agency to which Columbia County is contributing funding under the terms of this agreement. As a result thereof, the County shall not be

responsible for any acts, omissions, or other actions or failure to act by the agency, which may result in liability to the agency for damages to person or property of a third party. Further, the agency receiving funds under the terms of this agreement hereby agrees to indemnify and hold Columbia County, Florida harmless from any liability for any injury or damage, which may be suffered by either the agency or any third party whether said damage or injury may relate to personal injury, property, or the rights of such third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized agents or representatives, the day and year first above mentioned.

# BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA

	BY:
	Russell S. DePratter, Chairman
ATTEST:	
Ву:	
P. DeWitt Cason, Clerk	
	RICHARDSON COMMUNITY CENTER
	BY:
	Contractor

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## BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

#### **AGENDA ITEM REQUEST FORM**

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Tiorida 52035. All agenda item	ns are due in the Board's office one	,
Today's Date: 04/10/2015	Meeting Date:	05/07/2015
Name: KEVIN KIRBY	Department:	PUBLIC WORKS DEPARTMENT
Division Manager's Signature:	-fle	<del>-</del>
1. Nature and purpose of agen	da item:	
Entering Private Property		
memorandums, etc.		action i.e., contract agreements, quotes,
<ol><li>Fiscal impact on current bud</li></ol>	get.	
ls this a budgeted item?	☑ N/A	
ls this a budgeted item?	X N/A  Yes Account No.	
Is this a budgeted item?	Yes Account No.	udget amendment to fund this request
Is this a budgeted item? Budget Amendment Number:	Yes Account No.	udget amendment to fund this request  Fund: 001-GENERAL FUND

For Use of County Manger Only:

[ ] Consent Item

[ ] Discussion Item

District No. 1 - Ronald Williams

District No. 2 - Rusty DePratter

District No. 3 - Bucky Nash

District No. 4 - Everett Phillips

District No. 5 - Scarlet P. Frisina



# BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

#### **MEMORANDUM**

TO:

Dale Williams, County Manager

FROM:

Kevin Kirby, Operations Manager,

DATE:

April 10, 2015

**SUBJECT:** 

**Entering Private Property** 

I am requesting permission to enter private property to repair a drainage easement. A large hole developed and it was necessary to enter the property on an emergency basis and repair the hole in order to prevent someone being hurt.

A copy of the Hold Harmless Agreement is attached.

Your consideration is appreciated.

#### GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned private property owner, Martin Hatcher and Lena Hatcher "Owner", and COLUMBIA COUNTY, FLORIDA, by and through its representative, Donny DuPree, "County", hereby agree as follows:

WHEREAS, Owner agrees for County to enter upon Owner's property identified as parcel #01911-012 and 01911-013 for the purpose of drainage maintenance.

WHERE, Owner authorize County to enter upon Owner's private property and release County from liability as a result thereof, and

WHEREAS, County agrees to hold Owner harmless from liability as a result of County's actions upon Owner's property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

- 1. Owner hereby authorizes County and its representatives to enter upon Owner's property for the purposes of drainage maintenance.
- 2. Owner hereby releases County together with its agents, representatives and employees from any and all actions, cause of actions or liability, including for trespass damages or other claims or demands whatsoever, in law or in equity as a result of County's actions upon Owner's property, so long as the same is not done in any grossly negligent manner.
- 3. County hereby agrees to hold Owner harmless from any liability as a result of County's actions upon Owner's property or the actions of any third parties, which may enter on Owner's property upon County's direction or authorization.

PROPERTY OWNER SIGNATURE

COLUMBIA COUNTY

REPRESENTATIVE/AGENT/EMPLOYEE

Donny DuPree, Drainage Foreman

# **Columbia County Property** Appraiser updated: 3/19/2015

Parcel: 01-3S-16-01911-012

<< Next Lower Parcel Next Higher Parcel >>

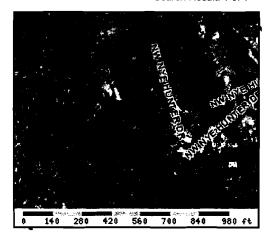
#### **Owner & Property Info**

Owner's Name	HATCHER MOSES	A (DECEASED)		
Mailing Address	410 NW NYE HUNTER DR LAKE CITY, FL 32055			
Site Address	410 NW NYE HUNTER DR			
Use Desc. (code)	SINGLE FAM (000100)			
Tax District	3 (County)	3 (County) Neighborhood 1316		
Land Area	0.482 ACRES Market Area 03			
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.			
LOT 12 FALLING CREEK	ESTATES S/D.			

# 2014 Tax Year

Tax Collector Tax Estimato Property Card Parcel List Generator Interactive GIS Map

Search Result: 1 of 1



#### **Property & Assessment Values**

2014 Certified Values		
Mkt Land Value	cnt: (0)	\$7,085.00
Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (1)	\$50,761.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$57,846.00
Just Value		\$57,846.00
Class Value		\$0.00
Assessed Value		\$57,846.00
Exempt Value		\$0.00
		Cnty: \$29,878
Total Taxable Value		Other: \$29,878   Schl:
		\$57,8 <u>46</u>

#### 2015 Working Values

#### NOTE:

2015 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Show Working Values

#### Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
7/1/1984	543/360	WD	I	U	01	\$5,000.00

#### **Building Characteristics**

Bldg Item	Bidg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
1	SINGLE FAM (000100)	1985	(31)	864	3180	\$50,811.00
	Note: All S.F. calculations are based on exterior building dimensions.					

#### **Extra Features & Out Buildings**

Code	Desc	Year Bit	Value	Units	Dims	Condition (% Good)
				NONE	-	

#### Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
000100	SFR (MKT)	1 LT - (0000000.482AC)	1.00/1.00/1.00/1.00	\$7,085.88	\$7,085.00

Columbia County Property Appraiser

updated: 3/19/2015

# 8

#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

04/15/2015		
oday's Date: 04/15/2015	Meeting Date:	05/07/2015
lame: KEVIN KIRBY	Department:	PUBLIC WORKS DEPARTMENT
ivision Manager's Signature:	/	
. Nature and purpose of agen	da item:	
Utility Permit		
emorandums, etc.		action i.e., contract agreements, quotes
nemorandums, etc. . Fiscal impact on current bud	get.	action i.e., contract agreements, quotes
nemorandums, etc Fiscal impact on current bud		action i.e., contract agreements, quotes
ttach any correspondence infinemorandums, etc.  Fiscal impact on current buds this a budgeted item?	get.   X  N/A    Yes Account No.	action i.e., contract agreements, quotes
nemorandums, etc Fiscal impact on current bud	get.   X  N/A    Yes Account No.	

For Use of County Manger Only:

[ ] Consent Item

[ ] Discussion Item

# COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: Permit No Cou	nty Road <u>CR252</u>	Section No.
Permittee Comcast/ FCCG		
Address 731 Duval Station Rd Ste 107, Box 402	2 Jacksonville lephone Nun	nber 602-318-5808
Requesting permission from Columbia County, Florida maintain Proposed Aerial CATV facilities from p		
PRICE Creek Rd & CK	252	
FROM:	TO:	
Submitted for the Utility Owner by: David McElro	у	04/14/2015
Submitted for the Utility Owner by: David McElro Typed Name & Title	Signature	Date
1. Permittee declares that prior to filing this application aerial and underground and the accurate locations are application. Proposed work is within corporate limits of ( ) FORT WHITE ( ). A letter of notification was sowners	shown on the plans attached Municipality: YES ( NO	I hereto and made a part of this  ( ). If YES: LAKE CITY
2. The Columbia County Public Works Director shall be again immediately upon completion of work. The Publicated at  The PERMITTEE's employee responsible for Mainter  Telephone Number  at the time of the 21 hour notice to starting work.		
The PERMITTEE's employee responsible for Mainter	nance of Traffic is	(This name may be provided
at the time of the 24 hour notice to starting work.)		(this name may be provided
3. This PERMITTEE shall commence actual construct and shall be completed within days after permitte from date of permit approval, then PERMITTEE must re Director to make sure no changes have occurred in the construction.	ed work has begun. If the be eview the permit with the Co	ginning date is more than 60 days lumbia County Public Works
4. The construction and maintenance of such utility sh PERMITTEE.	all not interfere with the pro	perty and rights of a prior
5. It is expressly stipulated that this permit is a license public property pursuant to this permit shall not operat		
6. Pursuant to Section 337-403(1), Florida Statutes, wh	enever necessary for the con	struction, repair, improvement,

maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

Utilities Permit Page three Revised: 8/17/00

Recommended for	or Approval:
Signature:	- /h-/2
Title:	Operation Manaces
Date:	04-15-18
Approval by Boa	ard of County Commissioners, Columbia County, Florida
YES ( )	NO ( )
Date Approved:	
Chairman's Sign	nature:

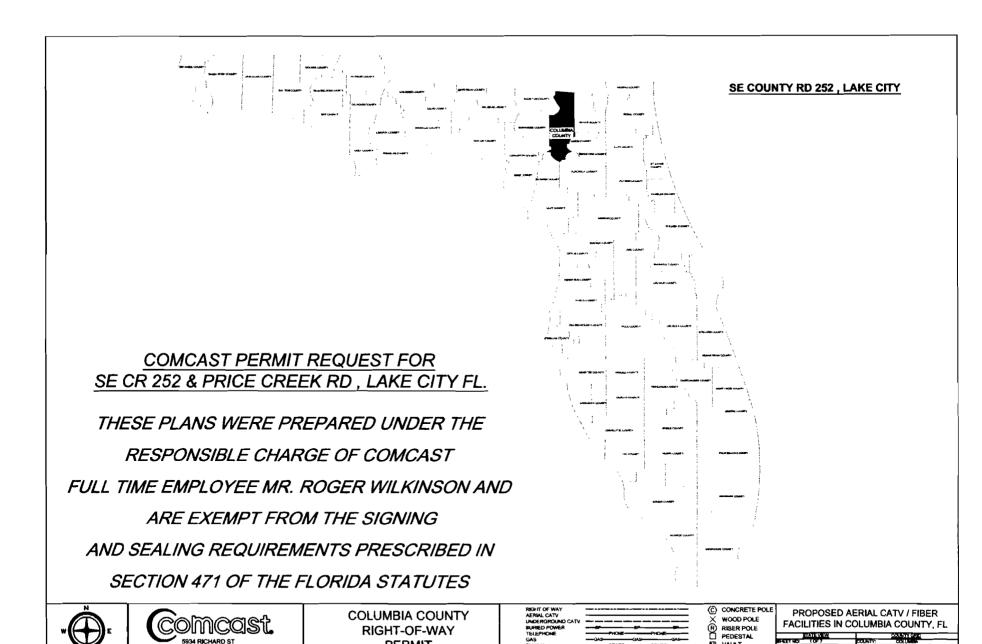
mid 15,15

Utilities Permit Page Two Revised: 8/17/00

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

- 7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.
- 8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to b entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.
- 9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

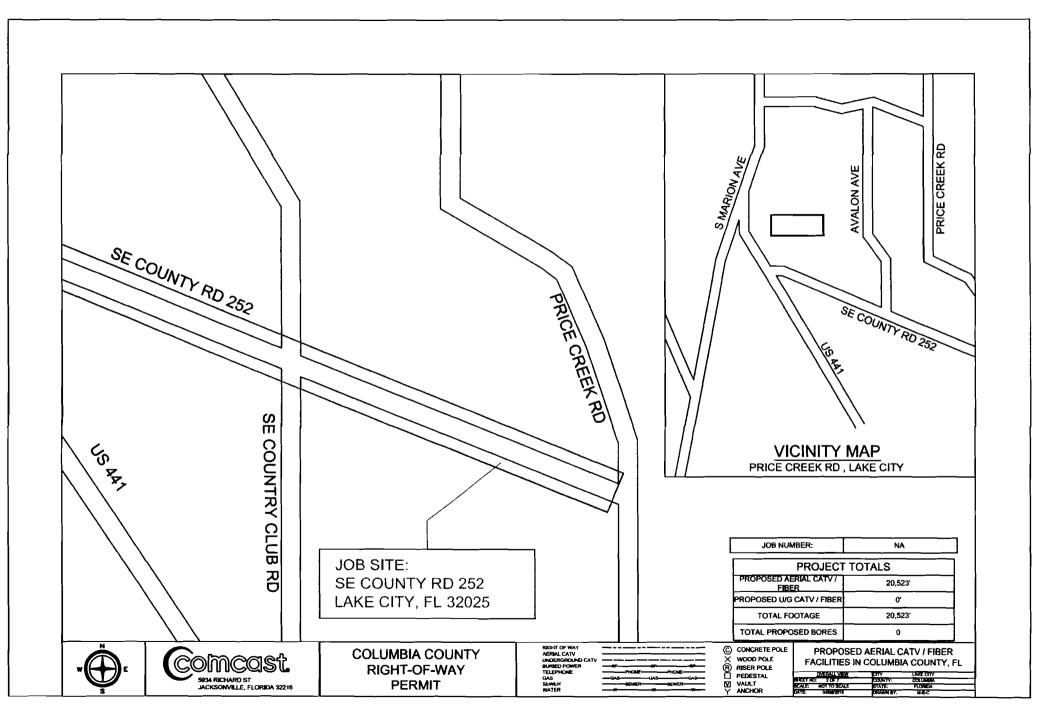
10. Should the PERMITTEE be desirous of keeping its utilities i execution of this permit acknowledges its present and continuing and	ng ownership of its utilities located between within the
County's right of way as set forth above. PERMITTEE, as its so service utilities whenever Columbia County Public Works Direction in the public interest.	ole expense, shall promptly remove said out of
11. Special instructions: Minimum cover of thirty inches (30") will not be financially responsible for any damage to facilities wonot be located within driveway ditches.	
12. Additional Stipulations:	
It is understand and agreed that commencement by the PERMIT pinding nature of these specialist instructions.	TEE is acknowledgment and acceptance of the
Submitted By: David McElroy	Place Corporate Seal
Permittee	. I face Corporate Seaf
Cionature and Title	Attactad



VAULT

**PERMIT** 

JACKSONVILLE, FLORIDA 32216



\*

#### NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER THE COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NECESSARY SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 30" DEEP EXCEPT ROAD BORES 48" DEEP AND DRIVEWAY BORES AT 36" DEEP.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATV ROAD BORES WILL EXTEND A MINIMUM OF 8' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED BORES WILL BE IN A (4 X 4 X 4) PIT AND WILL USE (2) 2" HDPE CONDUIT AT 48" DEPTH USING A 5 1/4" DRILL HEAD.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STANDARD GALVANIZED LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0"

ALL PROPOSED AERIAL CATV CROSSING DRIVEWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-0"

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS PRIOR TO CONSTRUCTION.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

#### **CONSTRUCTION NOTES**

IN ORDER TO REDUCE THE DISRUPTION AND COST OF UTILITY DAMAGES OCCURRING IN THE RIGHT-OF-WAY AND EASEMENTS. THE PERMITTEE SHALL PREVENT DAMAGES TO EXISTING UTILITIES CAUSED BY THE WORK THROUGH FIELD VERIFICATION OF THE LOCATION OF THE EXISTING UTILITIES IN CASE OF OPEN EXCAVATION. VERIFICATION MAY BE PERFORMED DURING THE PERMITTEES WORK. IN THE CASE OF DIRECTIONAL DRILLING, VERIFICATION SHALL TAKE PLACE PRIOR TO MOBILIZATION OF THE DRILLING EQUIPMENT.

THE PERMITTEE SHALL VERIFY THE LOCATION
OF THE EXISTING UTILITIES AS NEEDED TO
AVOID CONTACT WITH DETECTION EQUIPMENT
OR OTHER ACCEPTABLE MEANS, SUCH METHODS
MAY INCLUDE BUT SHALL NOT BE LIMITED TO
-"SOFT DIG"- EQUIPMENT AND GROUND
PENETRATING RADAR (GPR). THE EXCAVATOR
SHALL BE HELD LIABLE FOR DAMAGES CAUSED
TO CITY'S / COUNTIES / STATE INFRASTRUCTURE
AND THE EXISTING FACILITIES OF THE OTHER
UTILITY COMPANIES

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO BE VERIFIED BY LOCATES

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

RIGHT OF WAY AERIAL CATV UNDERGROUND CATV BURIED POWER TELEPHONE GAS SEWER WATER PHONE PHONE

GAS GAS GAS

GEWER SEWER





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERAL CATV
UNDERGROUND CATV
SURGED POWER
TELEPHONE
GAS
GAS
GAS

© CONCRETE POLE

X WOOD POLE

R RISER POLE

D PEDESTAL

VAULT

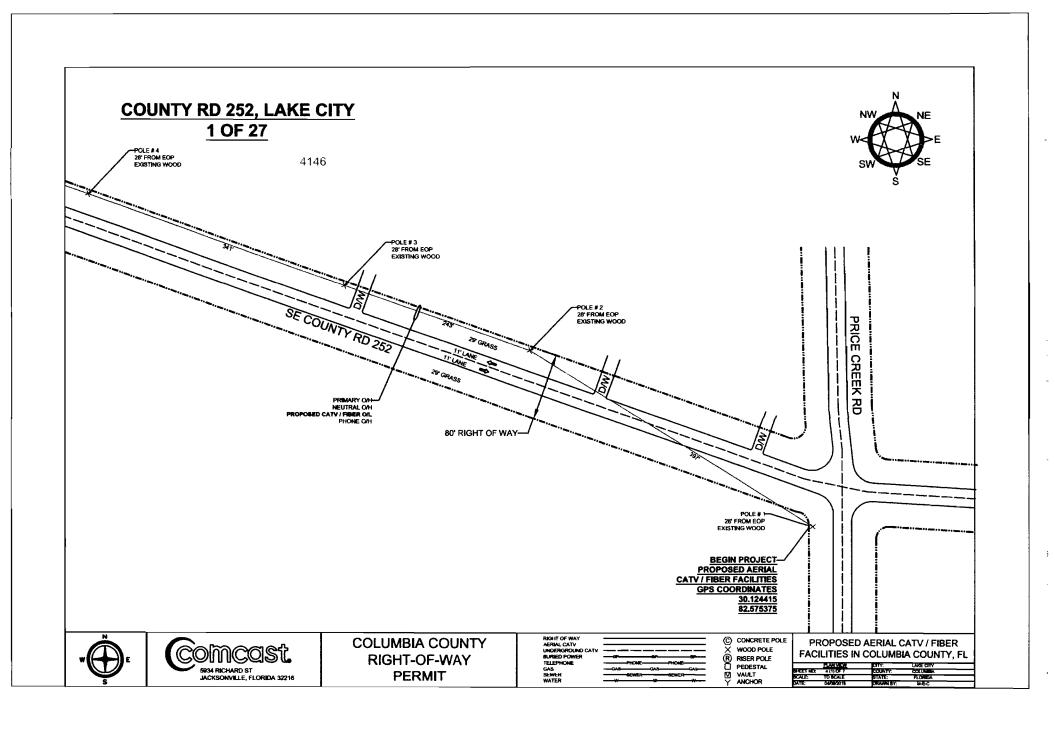
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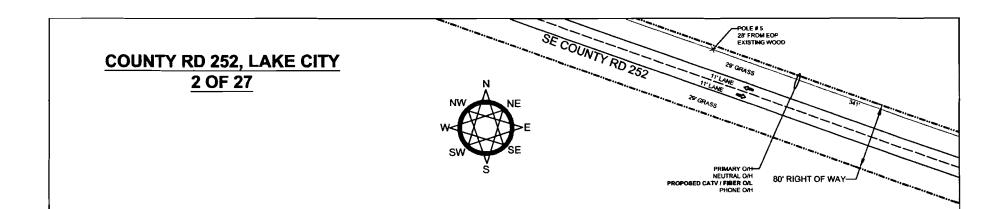
PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

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COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
ARRIAL CATV
UNDERGROUND CATV
BURNED POWER
TELEPHONE
GAS
SEWER
WATER

PHONE PHONE GAS

X WOOD POLE

B RISER POLE

B RISER POLE

D PEDESTAL

V VAULT

ANCHOR

© CONCRETE POLE PROPOSED AERIAL CATV / FIBER

WOOD POLE FACILITIES IN COLUMBIA COUNTY, FL

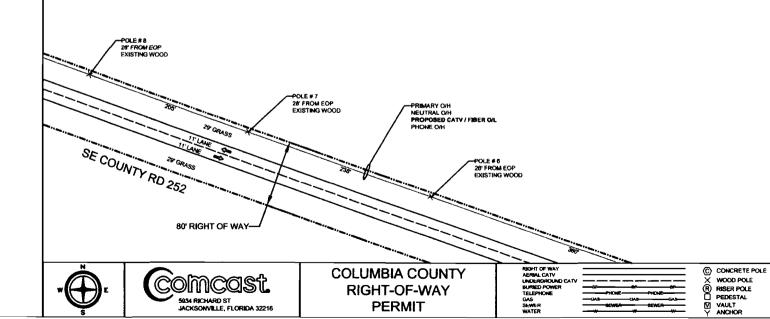
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## COUNTY RD 252, LAKE CITY 3 OF 27

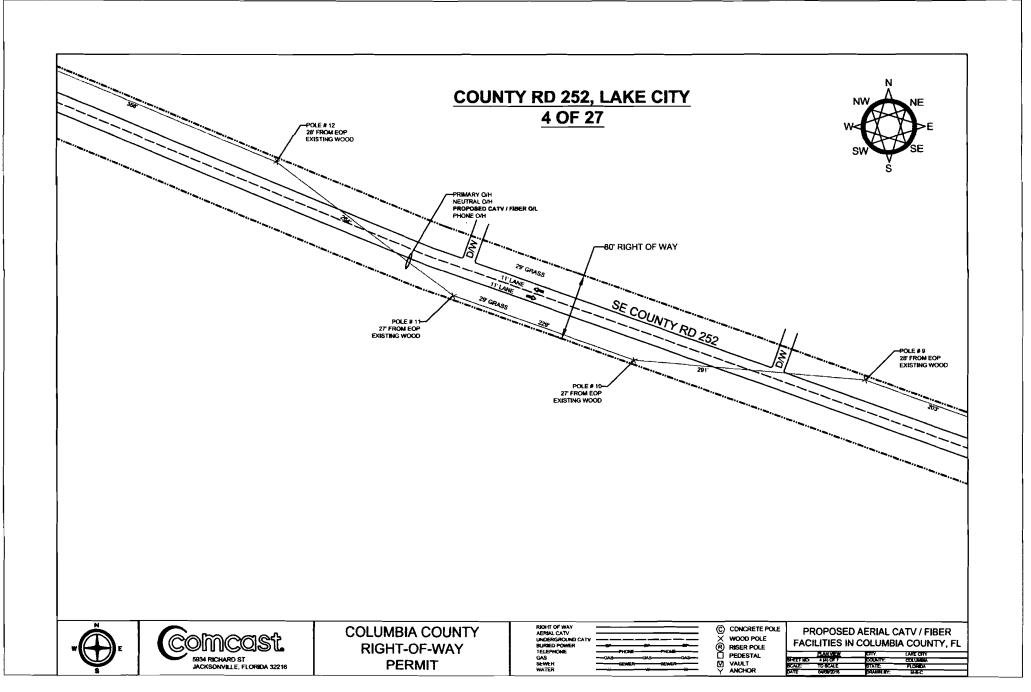
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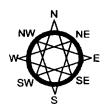
PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL



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## COUNTY RD 252, LAKE CITY 5 OF 27



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COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERIAL CATV UNDERGROUND CATV BURBED POWER TELEPHONE GAS SEWER WATER

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© CONCRETE POLE

X WOOD POLE

R RISER POLE

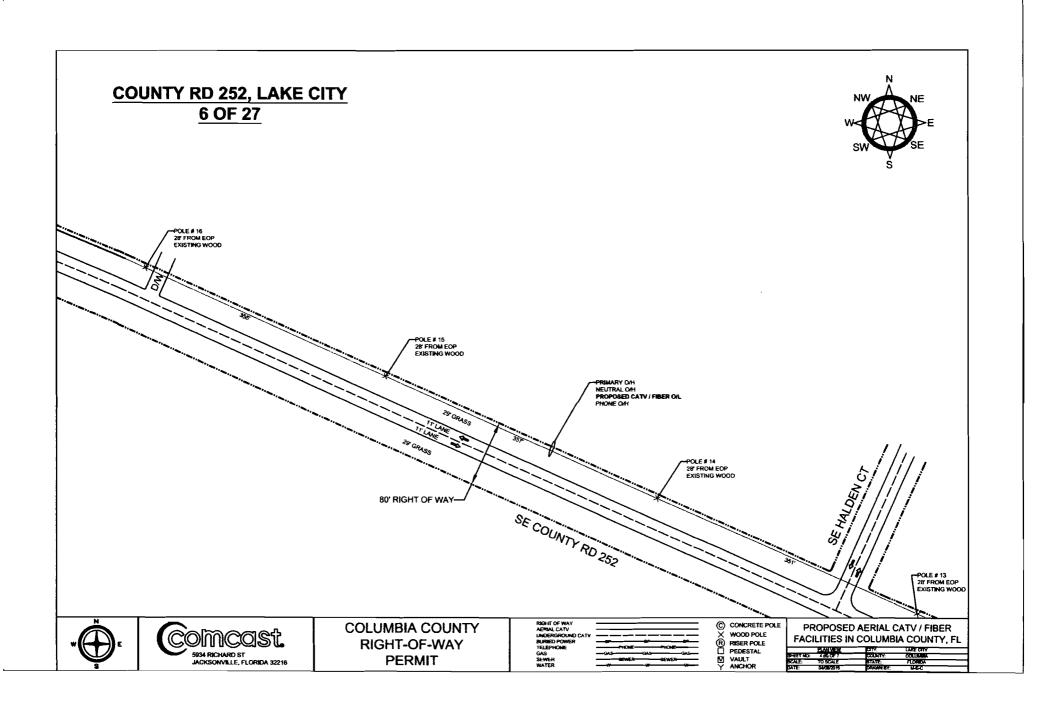
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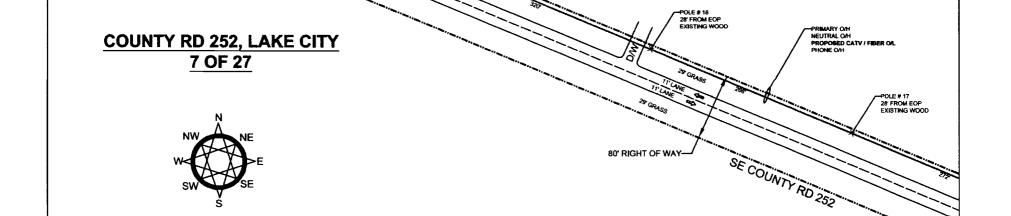
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PROPOSED AERIAL CATY / FIBER
FACILITIES IN COLUMBIA COUNTY FI

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COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERIAL CATV UNDERGROUND CATV BUNGED POWER TELEPHONE GAS SEWER WATER

PHORE PHONE

© CONCRETE POLE

X WOOD POLE

RISER POLE

PEDESTAL

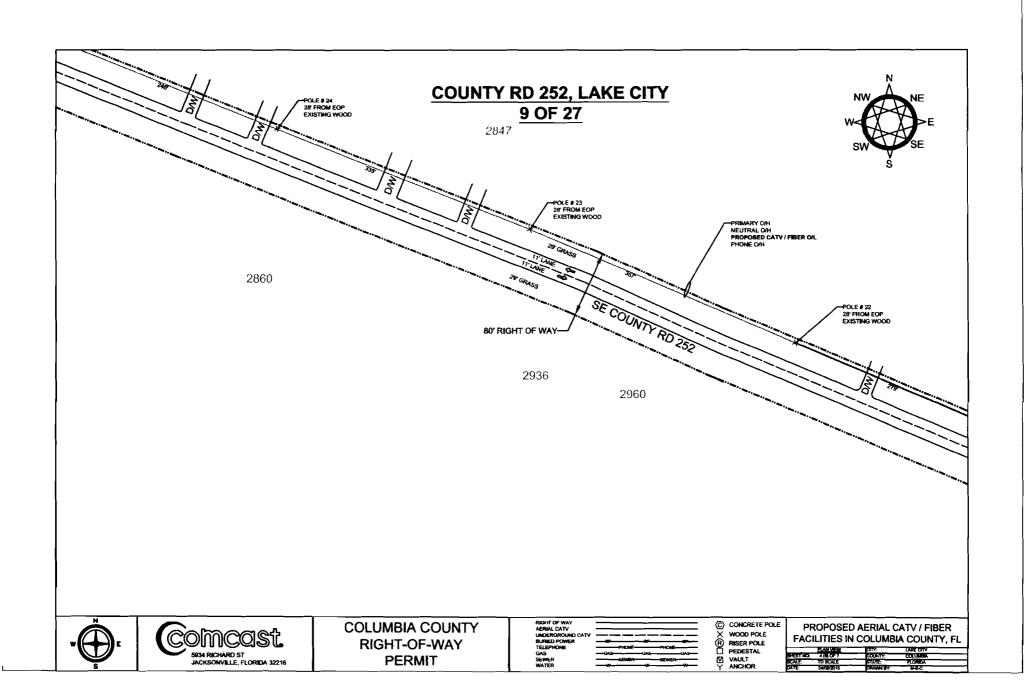
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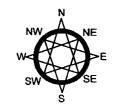
PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

ET NO: 4(7) OF 7 COUNTY COLUMBA
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E: OLORGOB CRAWN BY: LEC'

### **COUNTY RD 252, LAKE CITY** 8 OF 27 SE PRESS RUTH RD POLE #21 26' FROM EOP EXISTING WOOD 3171 POLE # 20 28' FROM EOP --PRIMARY O/H NEUTRAL O/H PROPOSED CATY / FIBER O/L PHONE O/H -POLE # 19 28' FROM EOP EXISTING WOOD SE COUNTY RD 252 80' RIGHT OF WAY-RIGHT OF WAY AEMAL CATV UNDERGROUND CATV BURRED POWER TELEPHONE GAS SEWEN WATER © CONCRETE POLE X WOOD POLE R RISER POLE PEDESTAL VAULT Y ANCHOR **COLUMBIA COUNTY** PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL **RIGHT-OF-WAY** 5934 RICHARD ST JACKSONVILLE, FLORIDA 32216 **PERMIT**



#### COUNTY RD 252, LAKE CITY 10 OF 27



POLE # 25 28' FROM EOP EXISTING WOOD





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT © CONCRETE POLE

X WOOD POLE

R RISER POLE

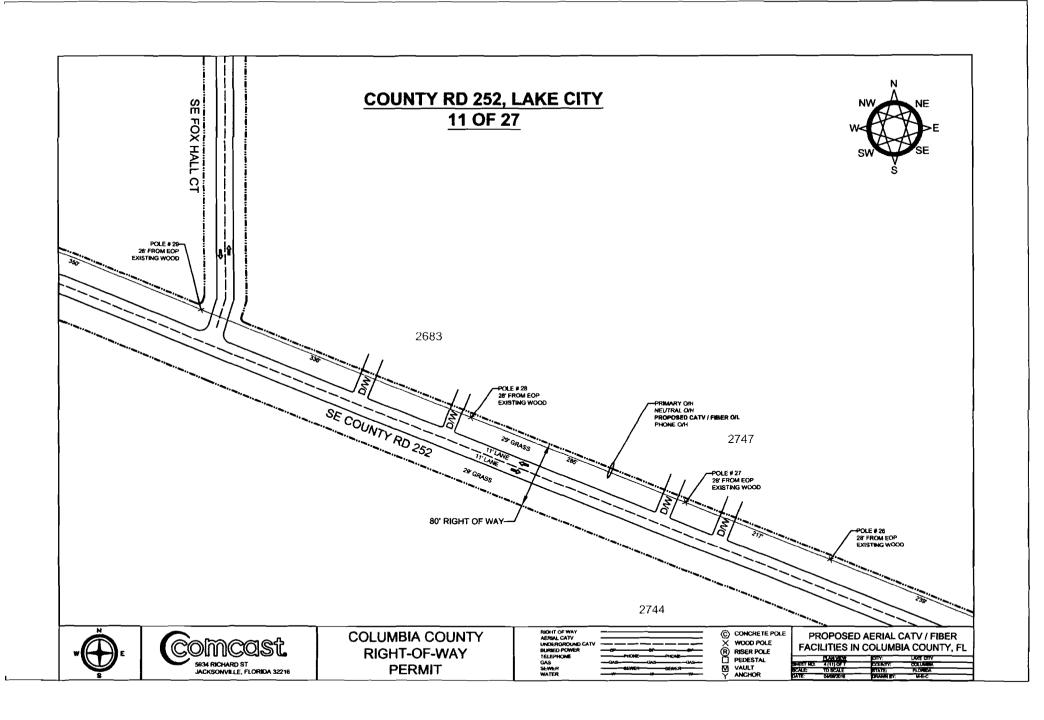
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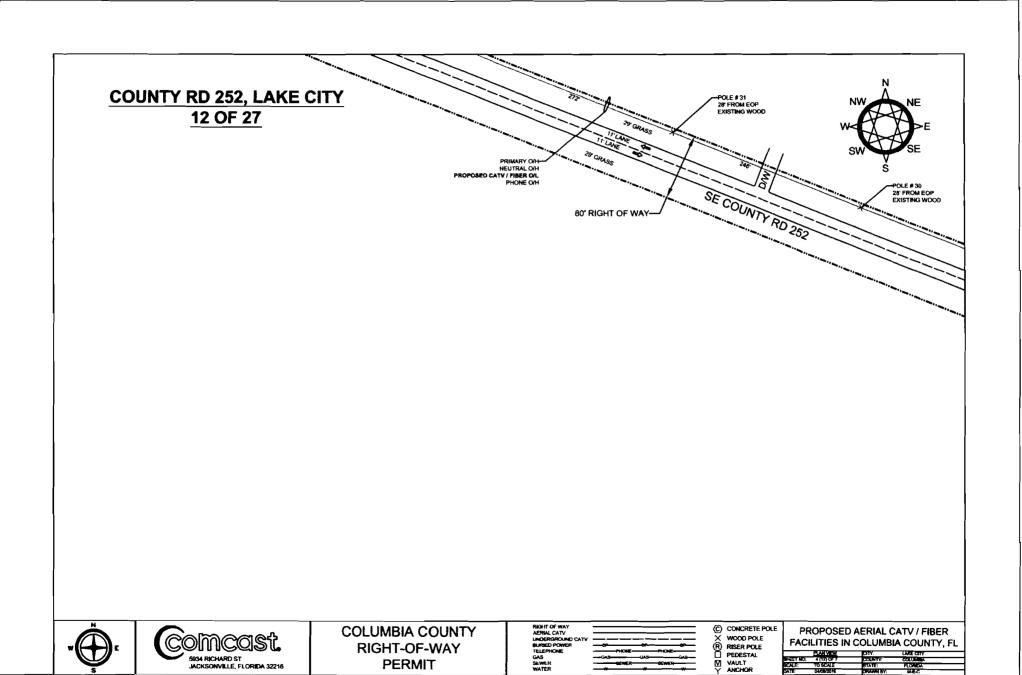
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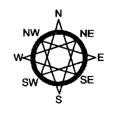
PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

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DATE:	04/08/2015	DRAWN BY:	M-5-C	





#### **COUNTY RD 252, LAKE CITY** 13 OF 27



PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

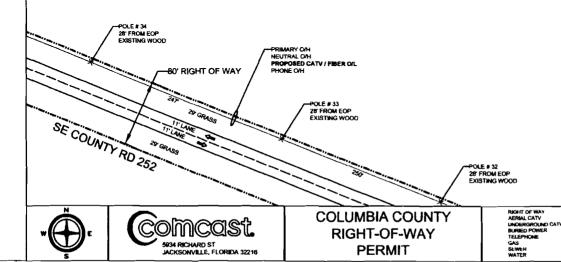
© CONCRETE POLE

X WOOD POLE

RISER POLE

PEDESTAL

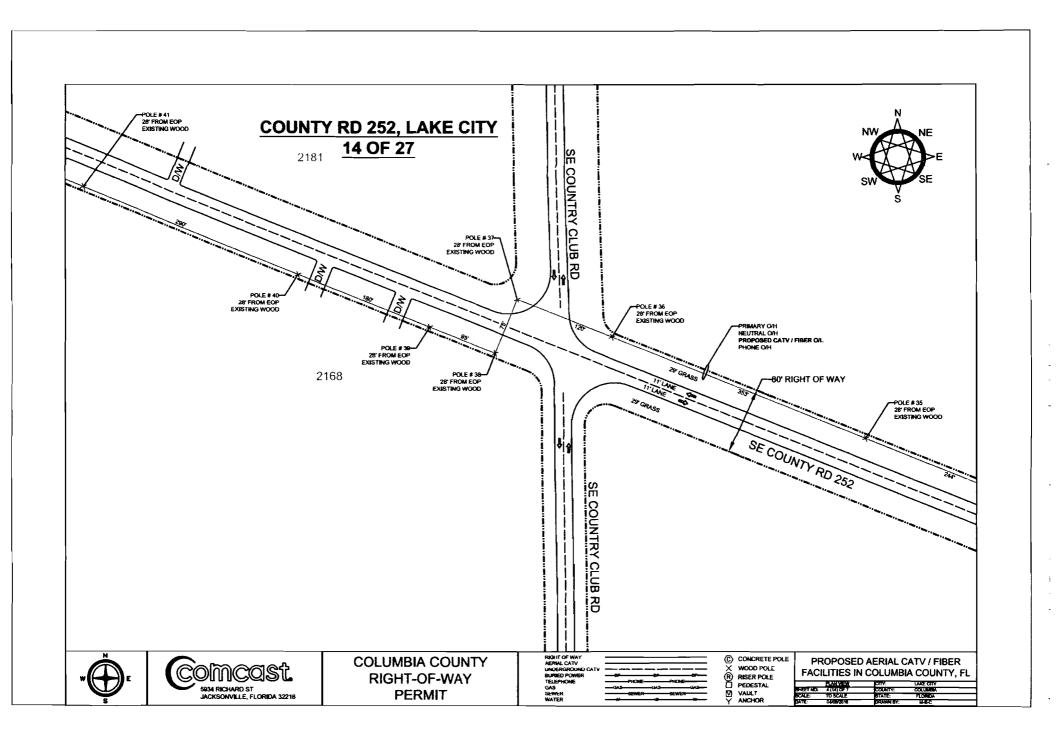
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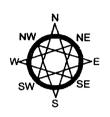
**PERMIT** 

5934 RICHARD ST

JACKSONVILLE, FLORIDA 32216



## COUNTY RD 252, LAKE CITY 15 OF 27





2104





**COLUMBIA COUNTY RIGHT-OF-WAY PERMIT** 

RIGHT OF WAY
AEMAL CATV
UNDERGROUND CATV
BURBED POMER
TELEPHOME
GAS
SEWER
WATER

© CONCRETE POLE

X WOOD POLE

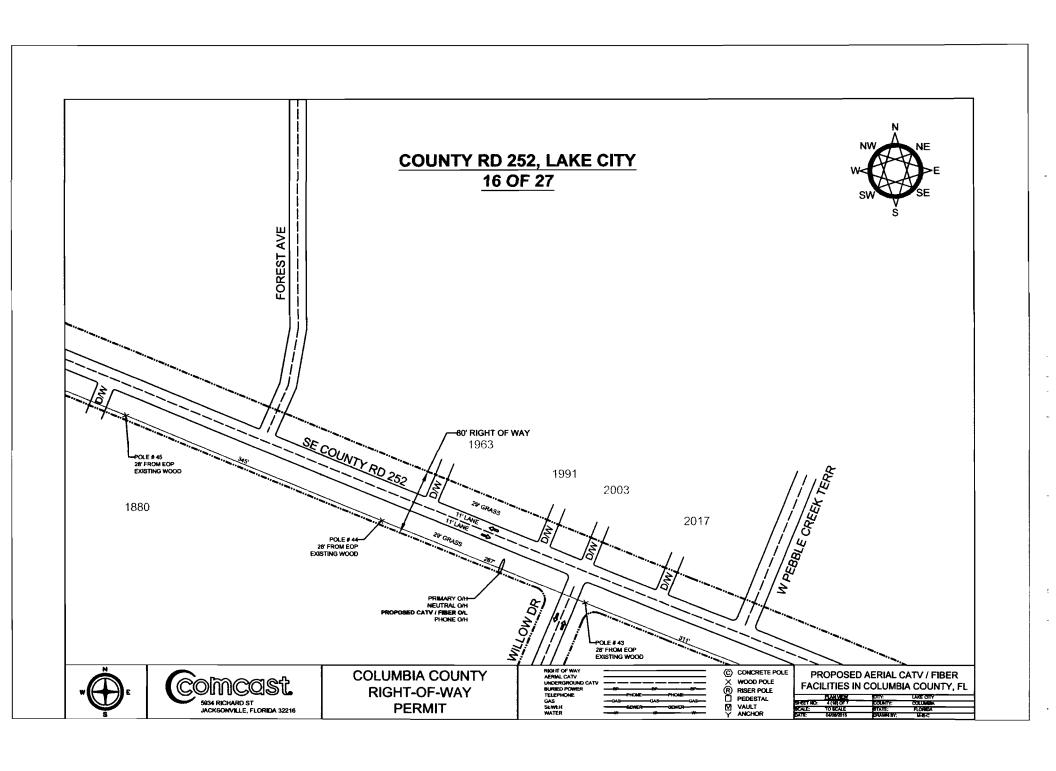
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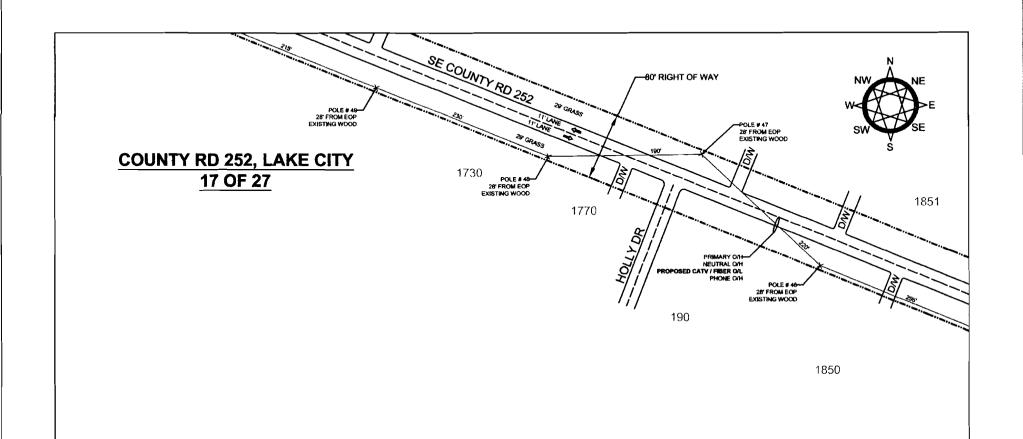
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VAULT

Y ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL









COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERIAL CATV UNDERGROUND CATV BURBED POWER TELEPHONE GAS SEWER WATER

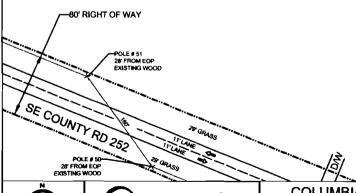
© CONCRETE POLE
X WOOD POLE
R RISER POLE
PEDESTAL
VAULT
Y ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

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ALE: TO SCALE STATE: FLOREDA
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#### COUNTY RD 252, LAKE CITY 18 OF 27





5994 RICHARD ST JACKSONVILLE, FLORIDA 32216 COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERAL CATV
UNDERGROUND CATV
UNDERGROUND CATV
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© CONCRETE POLE

X WOOD POLE

R RISER POLE

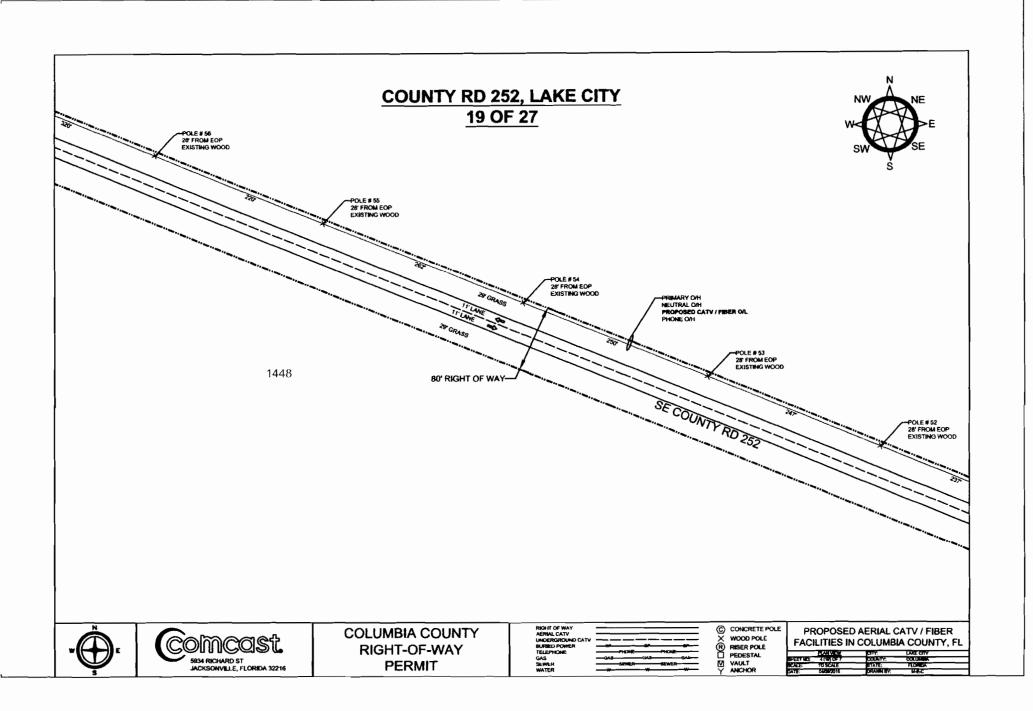
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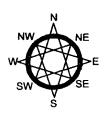
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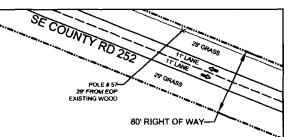
PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

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#### COUNTY RD 252, LAKE CITY 20 OF 27









COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERAL CATY
UNDERGROUND CATY
BURISD POWER
FELEPHONE
GAS
SLYNCH
WATER
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PHONE PHONE

© CONCRETE POLE

X WOOD POLE

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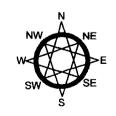
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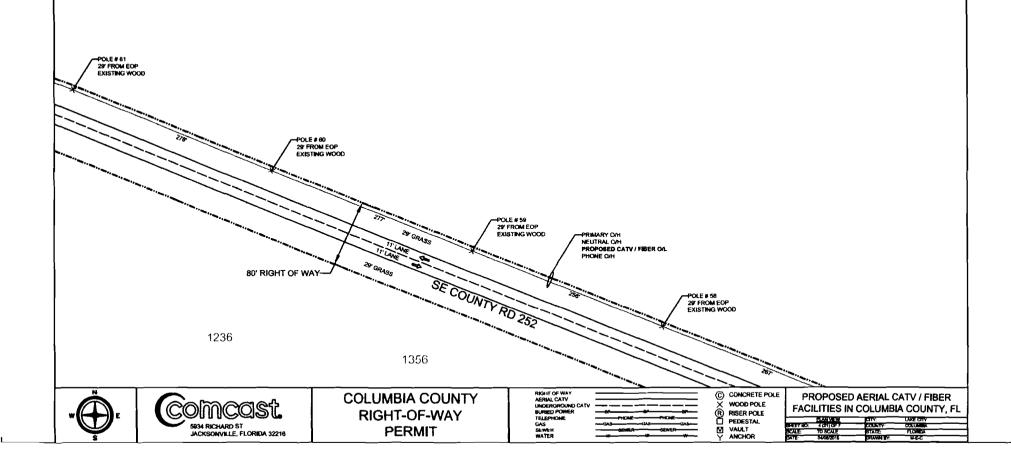
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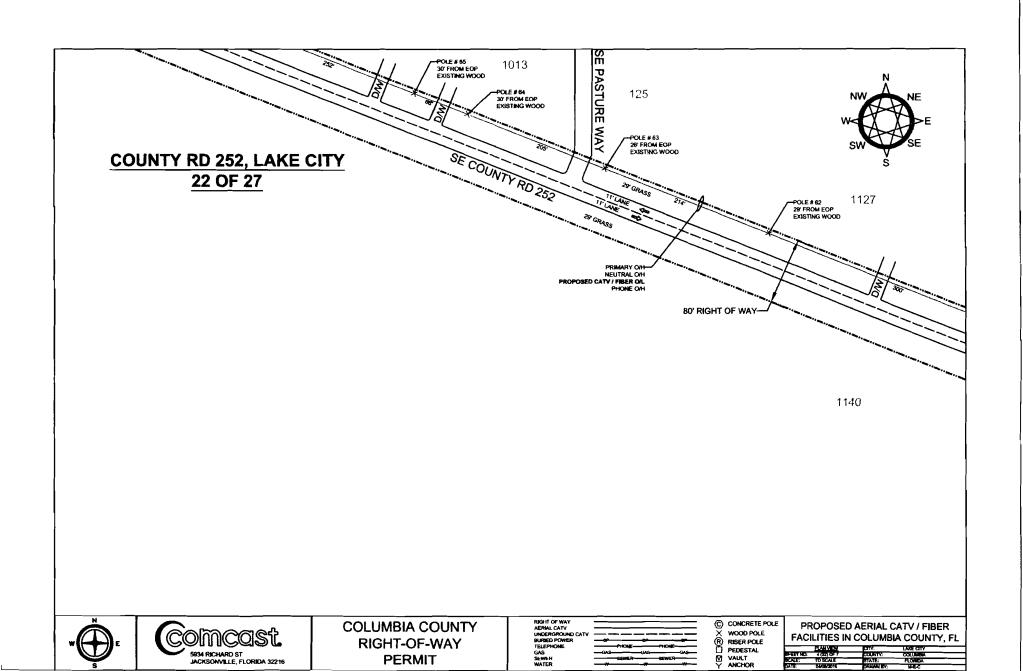
PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

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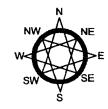
#### COUNTY RD 252, LAKE CITY 21 OF 27



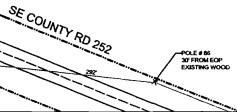




## COUNTY RD 252, LAKE CITY 23 OF 27



1003



5934 RICHARD ST JACKSONVILLE, FLORIDA 32216

**COLUMBIA COUNTY RIGHT-OF-WAY PERMIT** 

RIGHT OF WAY AERIAL CATV UNDERGROUND CAT BURIED POWER TELEPHONE GAS SEWER WATER

© CONCRETE POLE

X WOOD POLE

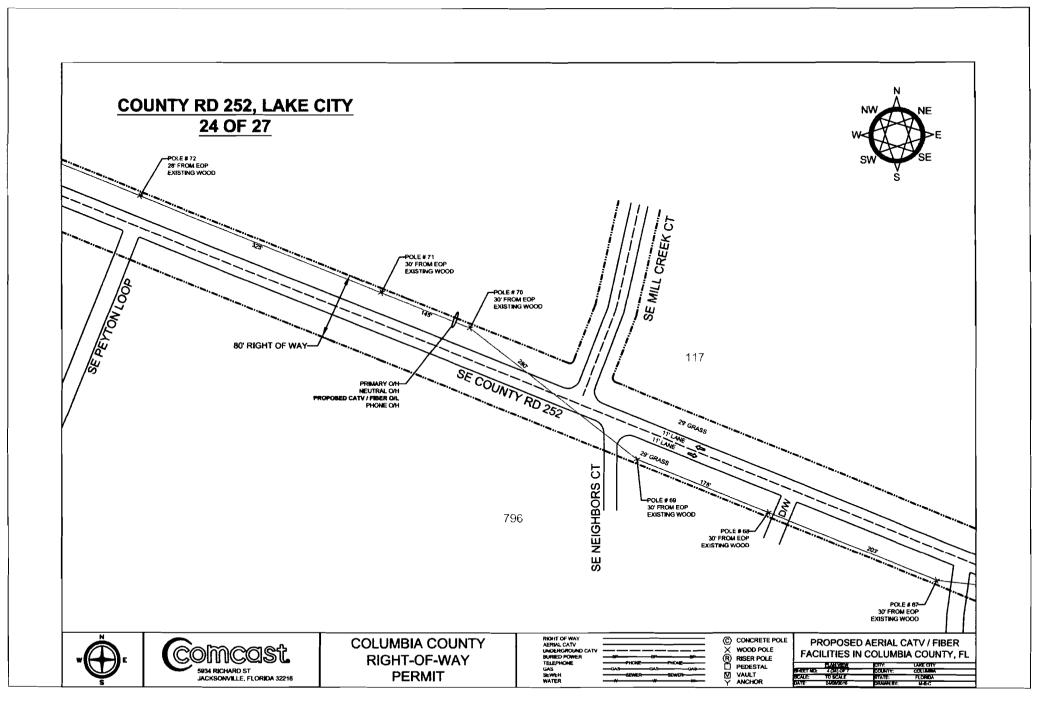
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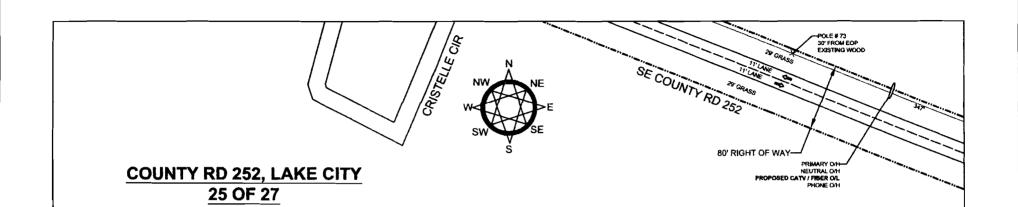
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PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL









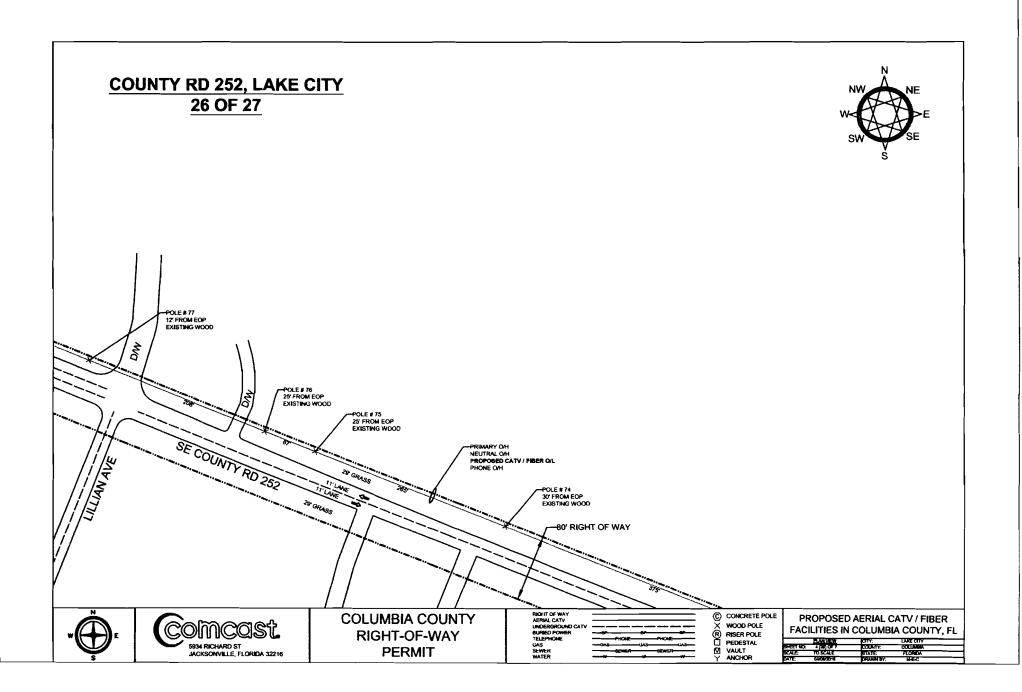
COLUMBIA COUNTY RIGHT-OF-WAY PERMIT

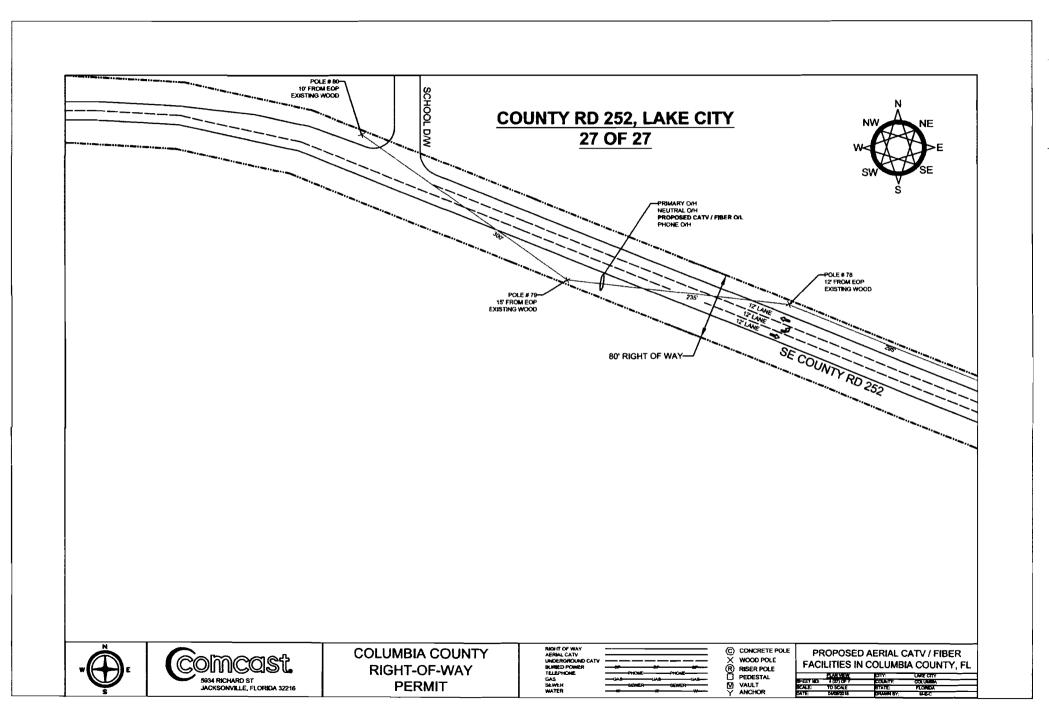
RIGHT OF WAY			_		
AERIAL CATV	_				
UNDERGROUND CATV					
BURNED POWER	~		-0^		₩.
TELEPHONE		-PHONE-		PHONE:	_
GAS	-045		-GAS-		-605
SEWER	_	- SEMER		BEWER	
WATER					

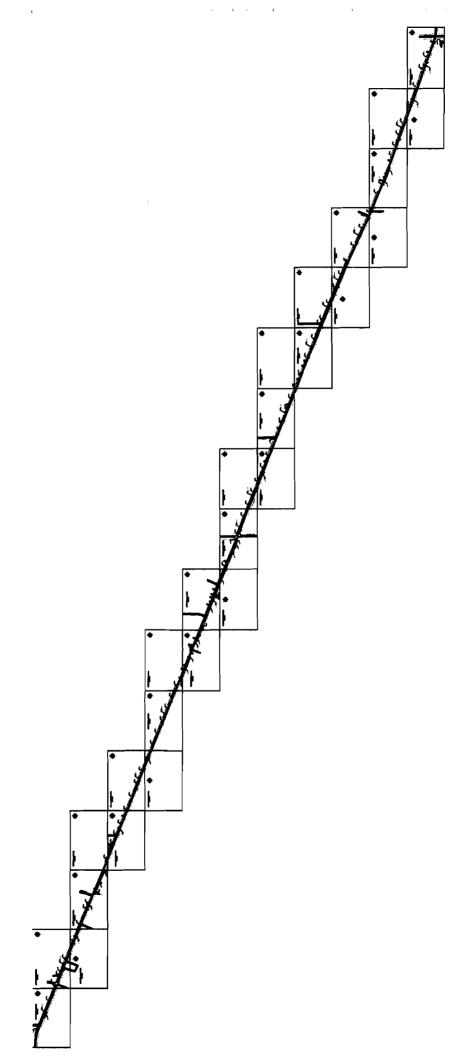
<b>©</b>	CONCRETE POLE	l
X	WOOD POLE	ı
®	RISER POLE	L
	PEDESTAL	L
M	VAULT	Ē
Ÿ	ANCHOR	ĕ

PROPOSED	) AERIAL	CATV / FIBER	
FACILITIES IN	COLUM	BIA COUNTY, FL	
PLANUEW	DIY:	LAKE CITY	

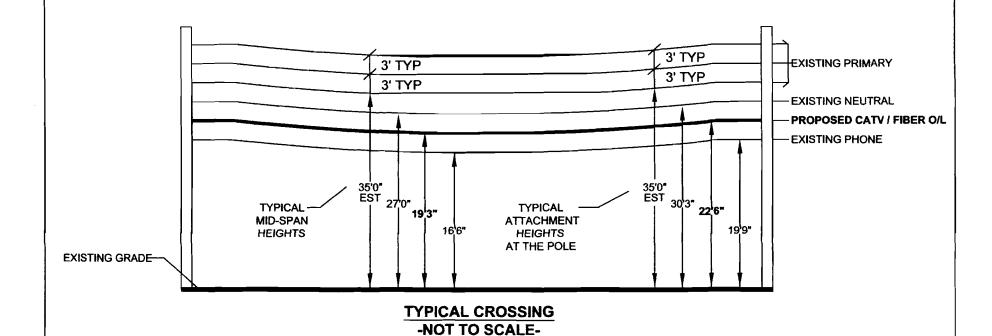
1				
$\overline{}$	PLANUEW	CITY:	LAKE CITY	
SHEET NO:	4 (25) OF 7	COUNTY	COLUMN	
DCALE:	TO SCALE	STATE:	FLORIDA	
DATE:	04/08/2016	DRAWN BY:	M-6-C	







## SE COUNTY RD 252, LAKE CITY AERIAL TYPICAL CROSSING







COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURNED POWER
TELEPHONE
GAS
SEWEH
WATER

PHONE PHONE GAS-

© CONCRETE POLE

X WOOD POLE

RISER POLE

PEDESTAL

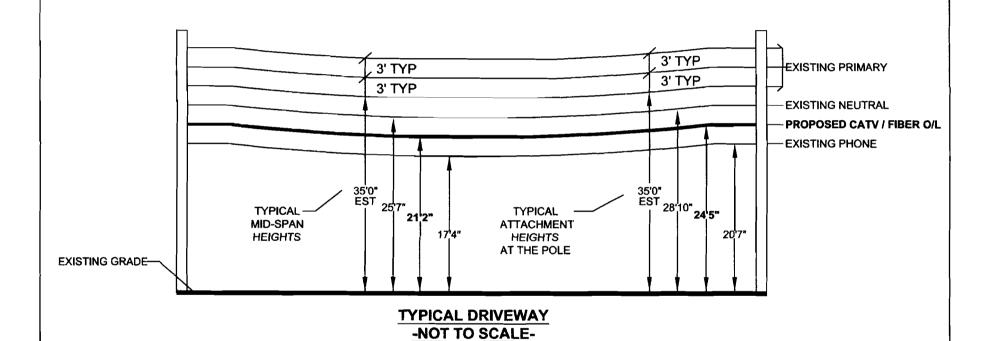
VAULT

ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

ACORA PYPECALS A DETAILS CITY LATE CITY
OFF MC 5 CF Y CROSSING COUNTY; COLLARIS,
ALE MOTTO BEALE STAYE; FLORICA
TE: GAESZONS DROWN BY; M-E-C

## SE COUNTY RD 252, LAKE CITY AERIAL TYPICAL DRIVEWAY







COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURNED POWER
TELEPHONE
CAS

PHONE UAS CAS

© CONCRETE POLE

X WOOD POLE

R RISER POLE

□ PEDESTAL

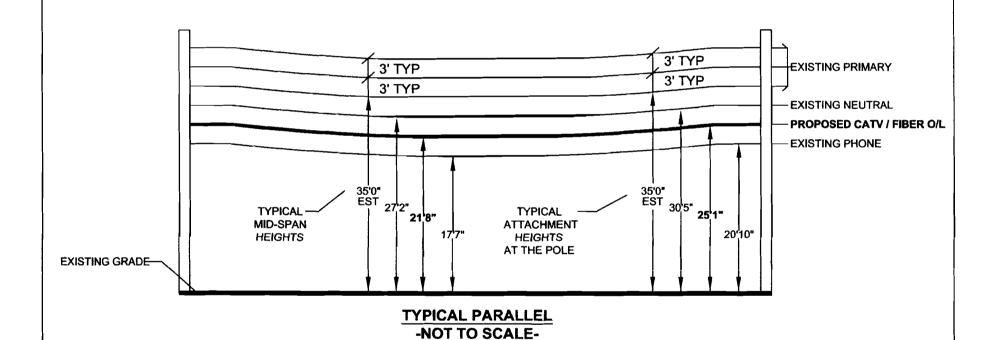
V AULT

Y ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

AFRIA TYPEAS I DETAILS CITY: UNE CITY
SHEET NO: 5 OF 7 ORMERNAY COUNTY: COLUMNS
CALE: NOT TO SCALE BYTAE: FLORICA
SATE: DAGS2598 DRAWN BY: ULSC

## SE COUNTY RD 252, LAKE CITY AERIAL TYPICAL PARALLEL







COLUMBIA COUNTY RIGHT-OF-WAY PERMIT © CONCRETE POLE

X WOOD POLE

R RISER POLE

PEDESTAL

VAULT

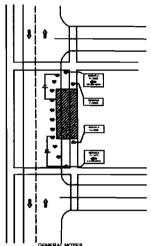
Y ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

HERMA TYPICALE A DETAILS COTY: LAKE CITY
RET NO. 5 OF 7 PARALLE. COLUMNY: COLUMNS.
TATE: MOTTO SCALE STATE: PLONGA
THE MANAGEMENT DRAWN BY: M-B-C

#### SE CR 252 COUNTY PERMIT MOT CASES

#### MID-BLOCK SIDEWALK CLOSURE



GENERAL NOTES

1. DNLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS
ARE SHOWN, OTHER WORK ZONE SIGNS WILL BE NEEDED
TO CONTROL TRAFFIC ON STREETS.

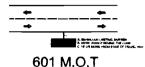
2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR OETAL SEE MORS 400)

3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7 MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK,

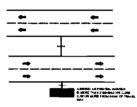
4. THE STATE OF FLORIDA PROHIBITS MID-BLOCK CROSSING OF PEDESTRAINS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SDEWALK IS CLOSED.

CONDITIONS
WHERE ANY UP INCLE,
EQUIPMENT, WORKERS OR THEIR
ACTIVITIES ENCROACH ON THE
SIDEWALK FOR A PERIOD OF
MORE THAN 80 MINUTES

#### TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

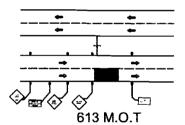


#### MULTILANE WORK OUTSIDE SHOULDER

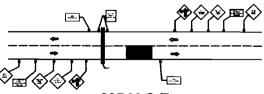


611 M.O.T

#### MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE

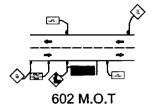


#### WORK IN VICINITY OF RAILROAD CROSSING

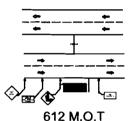


635 M.O.T

#### TWO-LANE, TWO-WAY, WORK ON SHOULDER

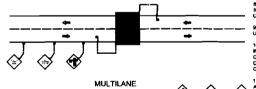


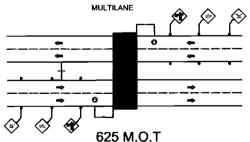
MULTILANE, WORK ON SHOULDER



#### TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS

#### TWO-LANE, TWO-WAY





#### TRAFFIC CONTROL NOTES

THE EXISTING POSTED SPEED SHALL REMAIN AS THE RECULATORY SPEED FOR EACH PHASE OF WORK, NO SPEED REDUCTION SHALL BE ALLOWED UNLESS PRIOR APPROVAL FROM THE ENGINEER.

DISTANCE	ETWIERN STO	NS	
ROAD TYPE		- 0	С
UNIDAN (LOW SPEED)	700	100	100
URBAN (FRONT SPEED)	350	390	360
RORAL	60U	B00	50U
EXPRESSWAY / FREEWAY	1000	1900	2840

#### MAINTENANCE OF TRAFFIC REQUIREMENTS

 ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.

2. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS AND 9:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.

3. CONTRACTOR MUST MAINTAIN EXISTING SIGNING. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.

4. THIRTY FOOT RADII ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REBUILT.

5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.

6, IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPS ARE TO BE INSTALLED.

7. THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.

B. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMEROCK SLIN-ACE BISHONE IT IS HIS-CHENED TO TRAFFIC AND BISHONE. THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE

9. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAYED SURFACES UNTIL PAYED.

10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS OR IF CONTRACTOR WANTS "O ALTER THE PHASING SHOWN. CONTRACTOR IS TO SUBMIT PHASING SHOWN WITH A PROPOSED CONSTRUCTION BOHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.

11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

12. TRAFFIC SIGNAL VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 36 HOURS OF BRING DESTROYED OR DAMAGED.





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERAL CATV
UNDERGROUND CATV
BURED POWER
TELEPHONE
GAS
SEMEN
WATER

© CONCRETE POLE

X WOOD POLE

R RISER POLE
PEDESTAL
VAULT
ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY. FL

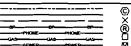
TRAFFIC CONTROL RULES	CITY:	TYRE CITY
SHEET NO: 6 OF 7	COUNTY:	COLUMBA
SCALE: NOT TO SCALE	STATE:	FLORIDA
DATE: 04/03/2018	DRAWN BY:	WEC

# THE FOLLOWING DESIGN STANDARDS ARE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION 2015 600 INDEX AND APPLY TO SE COUNTY ROAD 252, LAKE CITY FL.

DESIGN STANDARD INDEX NO 602 (TWO LANE TWO WAY, WORK ON SHOULDER)





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT 

© CONCRETE POLE

X WOOD POLE

RISER POLE

PEDESTAL

VAULT

Y ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

TRAFFIC CONTROL RULES CITY. CAKE CITY
SET MO: Y OF Y
COUNTY: COLUMN
ALE: NOT YO SCALE STATE: FLOREDA
TTE: BLOSSYOTE DRAWN BY: U.S.C.





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Connie Brecheen

**Columbia County Public Works Department** 

386-719-7565

607 NW Quinten St

Lake City Florida

32055

(386) 719-7565

Comcast is submitting this permit request for Price Creek Road & CR252, Lake City Florida.

If you have any questions or concerns about our drawing please feel free to contact me at the number and/or email below.

Thank you,

**David McElroy** 

**Authorized Comcast Agent** 

602-318-5808

 ${\bf david@fiber core communications group.com}$ 

#### BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

## 9

#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: April 20, 2015	Meeting Date: May 7, 2015	
Name: Kevin Kirby		
Division Manager's Signature:		
1. Nature and purpose of age	nda item: Utility Permit	
Attach any correspondence ir memorandums, etc.	nformation, documents and forms for action i.e.	, contract agreements, quotes,
2. Fiscal impact on current bu	dget.	
Is this a budgeted item?	✓ N/A	
	Yes Account No	
	$\square$ No Please list the proposed budget ame	ndment to fund this request
Budget Amendment Number:		
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
	For Use of County Manger Only:	
	[ ] Consent Item [ ] Discussion Item	

## COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT 2528 Section No. \_\_\_\_\_\_\_

Date:	Permit No.	County Road	252B	Section No	
Permittee	Comcast/FCCG				
Address 7	31 Duval Station Rd st 107, E	30x402 Jax, Fl 3	2218elephone Nun	1ber 602-318-5808	
	permission from Columbia Coun Proposed aerial CATV facitili				te and
	4/20/2015				
Submitted for	or the Utility Owner by: <u>Davio</u> Typed Nan	McElrov		04/17/2	2015
	Typed Nan	ne & Title	Signature	Dat	
( FORT	Proposed work is within corporat WHITE ( ). A letter of notifica	ition was mailed or	·	to the following	g utility
2. The Colu	imbia County Public Works Direct diately upon completion of work. TTEE's employee responsible for Telephone N	tor shall be notified The Public Work	twenty-four (24) h	nours prior to starting	work and
The PERMI	TTEE's employee responsible fo	or Maintenance of	relepnoi	ne Number	
	Telephone N	Number		(This name ma	y be provided
at the time of	of the 24 hour notice to starting we	ork.)			
and shall be from date of	MITTEE shall commence actual completed within days after permit approval, then PERMITT make sure no changes have occur 1.	r permitted work h EE must review the	as begun. If the be permit with the Co	ginning date is more lumbia County Public	than 60 days : Works
4. The cons	truction and maintenance of such	utility shall not in	erfere with the pro	perty and rights of a p	rior

- PERMITTEE.
- 5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
- 6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

Utilities Permit Page three Revised: 8/17/00

Recommended	for Approval:
Signature:	Tholy
Title:	Operations unhable
Date:	64.00-15
Approval by Bo	oard of County Commissioners, Columbia County, Florida
YES ( )	NO ( )
Date Approved	l:
Chairman's Sig	gnature:

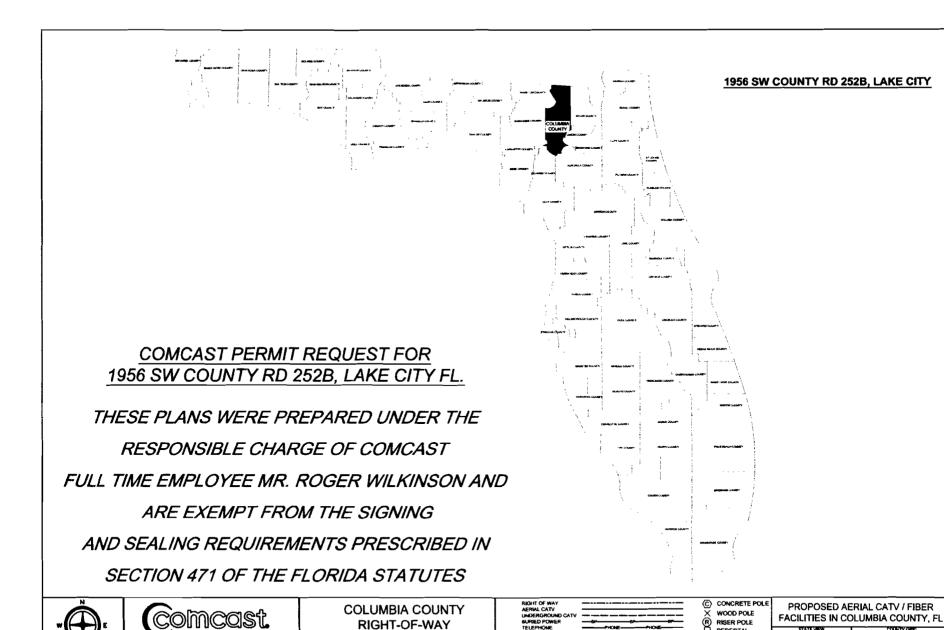
Lied L. 20' 16

Utilities Permit Page Two Revised: 8/17/00

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

- 7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.
- 8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to b entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.
- 9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in execution of this permit acknowledges its present and continuin and and	
County's right of way as set forth above. PERMITTEE, as its sol service utilities whenever Columbia County Public Works Direct is in the public interest.	e expense, shall promptly remove said out of
11. Special instructions: Minimum cover of thirty inches (30") will not be financially responsible for any damage to facilities winot be located within driveway ditches.	
12. Additional Stipulations:	
It is understand and agreed that commencement by the PERMIT binding nature of these specialist instructions.	TEE is acknowledgment and acceptance of the
Submitted By: David McElroy	Place Corporate Seal
Permittee	. Idaa Corporate oour
Signature and Title	Attested



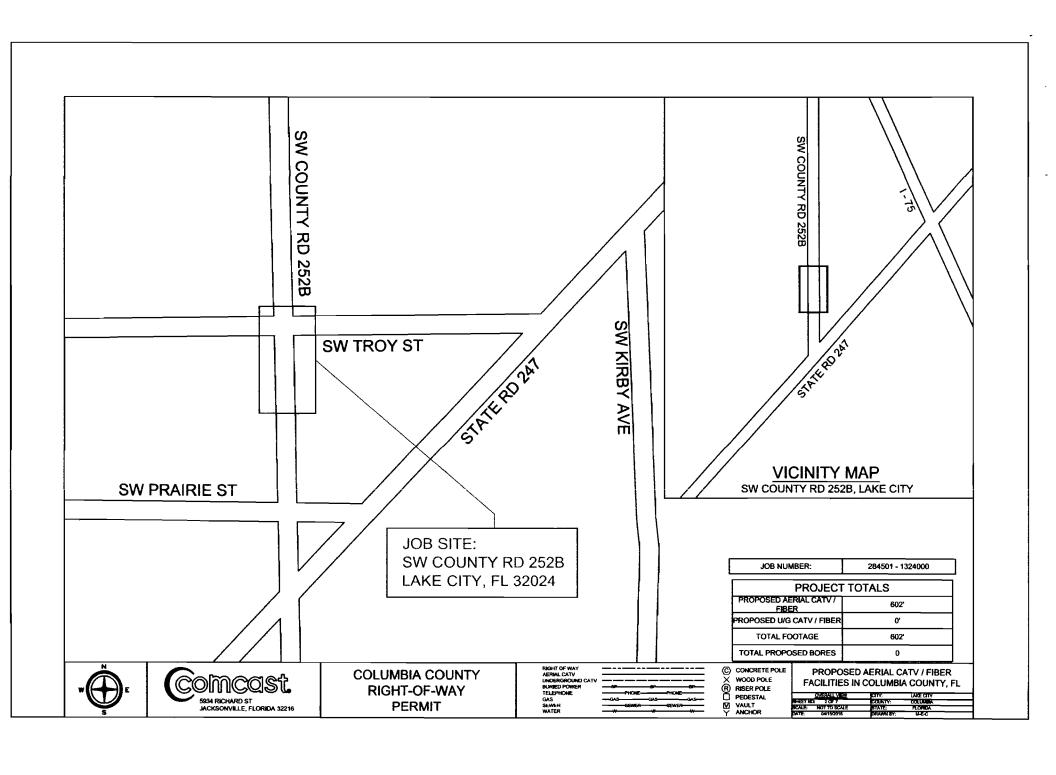
**PERMIT** 

5934 RICHARD ST

JACKSONVILLE, FLORIDA 32216

PEDESTAL

VAULT ANCHOR



### **NOTES**

ALL PROPOSED CONSTRUCTION WILL BE PER THE COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NECESSARY SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 30" DEEP EXCEPT ROAD BORES 48" DEEP AND DRIVEWAY BORES AT 36" DEEP.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATV ROAD BORES WILL EXTEND A MINIMUM OF 8' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED BORES WILL BE IN A (4 X 4 X 4) PIT AND WILL USE (2) 2" HDPE CONDUIT AT 48" DEPTH USING A 5 1/4" DRILL HEAD.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STANDARD GALVANIZED LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0"

ALL PROPOSED AERIAL CATV CROSSING DRIVEWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-0"

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS PRIOR TO CONSTRUCTION.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

### **CONSTRUCTION NOTES**

IN ORDER TO REDUCE THE DISRUPTION AND COST OF UTILITY DAMAGES OCCURRING IN THE RIGHT-OF-WAY AND EASEMENTS. THE PERMITTEE SHALL PREVENT DAMAGES TO EXISTING UTILITIES CAUSED BY THE WORK THROUGH FIELD VERIFICATION OF THE LOCATION OF THE EXISTING UTILITIES IN CASE OF OPEN EXCAVATION. VERIFICATION MAY BE PERFORMED DURING THE PERMITTEES WORK. IN THE CASE OF DIRECTIONAL DRILLING, VERIFICATION SHALL TAKE PLACE PRIOR TO MOBILIZATION OF THE DRILLING EQUIPMENT.

THE PERMITTEE SHALL VERIFY THE LOCATION
OF THE EXISTING UTILITIES AS NEEDED TO
AVOID CONTACT WITH DETECTION EQUIPMENT
OR OTHER ACCEPTABLE MEANS, SUCH METHODS
MAY INCLUDE BUT SHALL NOT BE LIMITED TO
-"SOFT DIG"- EQUIPMENT AND GROUND
PENETRATING RADAR (GPR). THE EXCAVATOR
SHALL BE HELD LIABLE FOR DAMAGES CAUSED
TO CITY'S / COUNTIES / STATE INFRASTRUCTURE
AND THE EXISTING FACILITIES OF THE OTHER
UTILITY COMPANIES

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO BE VERIFIED BY LOCATES

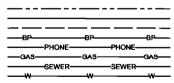
EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

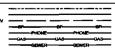
RIGHT OF WAY AERIAL CATV UNDERGROUND CATV BURIED POWER TELEPHONE GAS SEWER WATER







COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERIAL CATV UNDERGORDUND CAT BURIED POWER TELEPHONE GAS SEWER WATER



© CONCRETE POLE

X WOOD POLE

R RISER POLE

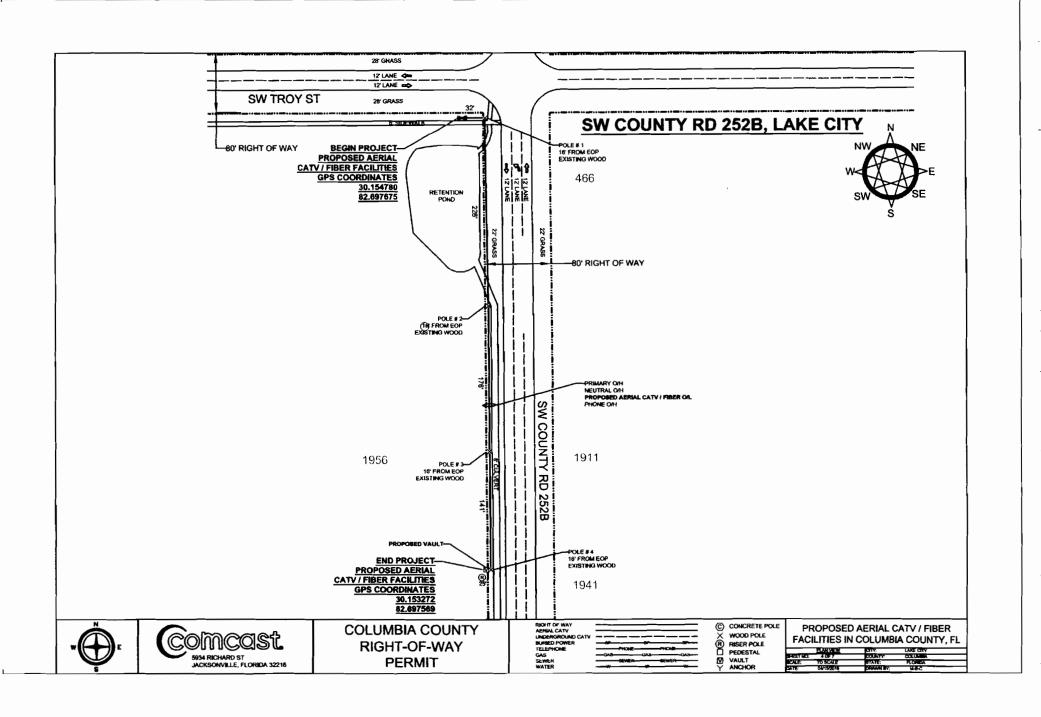
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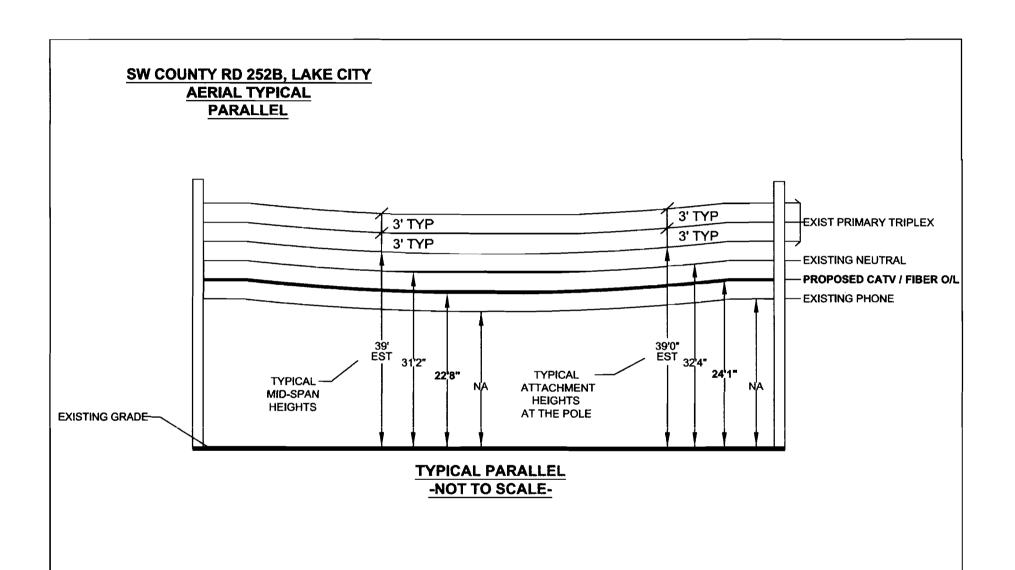
X VAULT

X ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

CONST	RECTION NOTES	CITY.	LAKE CITY	
SHEET NO.	30F7	COUNTY:	COLUMBA	
BCALE:	TO SCALE	STATE:	FLORIDA	
DATE:	2016/2016	DRAWN BY:	MEC	









COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERAL CATV
UNDERGROUND CATV
BURED POWER
TELEPHONE
GAS
SEWEN
WATER
W

© X

© CONCRETE POLE

X WOOD POLE

R RISER POLE

PEDESTAL

VAULT

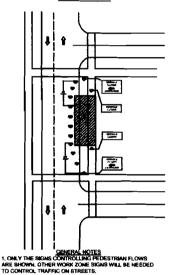
Y ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

AFRIST TYPECUS & DETAILS CITY: LARE CITY
SHEET HOS SOF Y PARALLE. COUNTY: COLLABA
SCALE: HOT TO SCALE STATE: PLONGS
DATE: DATESCALE
STATE: PLONGS
DATE: DATESCALE
STATE: PLONGS
DATE: DATESCALE
STATE: PLONGS
DATESCALE
STATE:

# SW COUNTY RD 252B COUNTY PERMIT MOT CASES

### MID-BLOCK SIDEWALK CLOSURE



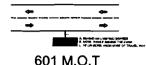
- ARE BHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.

  2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRISS, MIJO, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC.

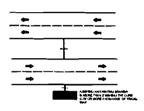
  (FOR DETAILS SEE INDEX SO
- 3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7" MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
- 4. THE STATE OF FLORIDA PROHIBITS MID-BLOCK CROSSINO OF PEDESTRIANS WHEN AN ALI TERMATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN BOBWALK IS CLOSED.

CONDITIONS
WHERE ANY VEHICLE,
EQUIPMENT, WORKERS OR THEIR
ACTIVITIES ENCROACH ON THE
SIDEWALK FOR A PERIOD OF
MORE THAN 80 MINUTES

### TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

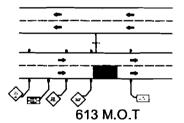


### MULTILANE WORK OUTSIDE SHOULDER

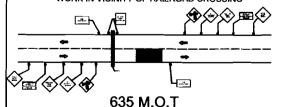


611 M.O.T

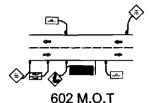
### MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE



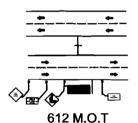
### WORK IN VICINITY OF RAILROAD CROSSING



### TWO-LANE, TWO-WAY, WORK ON SHOULDER

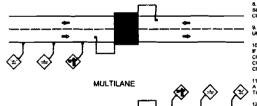


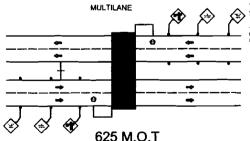
### MULTILANE, WORK ON SHOULDER



### TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS

### TWO-LANE, TWO-WAY





### TRAFFIC CONTROL NOTES

THE EXISTING POSTED SPEED SHALL REMAIN AS THE REGULATORY SPEED FOR EACH PHASE OF WORK, NO SPEED REDUCTION SHALL BE ALLOWED UNLESS PRIOR APPROVAL FROM THE ENGINEER.

DISTANCE B	ETWEEN SK	3N5	
ROAD TYPE	_ ^	В	
URRAM (LOW SPCED)	- 100	100	100
URBANI (HIGH SPEED)	350	350	360
ROPORL	500	500	500
EXPRESSMATT PREEWAY	7000	1500	2640

### MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SMALL BE SUBMITTED TO THE COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.

2. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS AND 9:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.

3. CONTRACTOR MUST MAINTAIN EXISTING SIGNING, IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.

4. THIRTY FOOT RADII ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS RESULT.

5, ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.

6, IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPS ARE TO BE INSTALLED.

7. THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.

8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMEROCK SURFACE MEFORE IT IS RE-CHEMED TO TRAFFIC AND MEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.

9. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.

10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN. CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.

11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A NUMBER OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

12. TRAFFIC SIGNAL VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 36 HOURS OF BEING DESTROYED OR DAMAGEO.





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT © CONCRETE POLE

X WOOD POLE

RISER POLE

PEDESTAL

ANCHOR

**☑** VAULT

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY. FL

~	FACILITIES IN COLUMBIA COUNTY, FL				
TRAF	DECORMOLISES	CITY:	VAKE CITY		
SPET NO	60F7	COUNTY:	COLUMBIA		
BCALF:	NOT TO SCALE	STATE:	PLORIDA		
DATE:	G4719/2018	DRAWN BY:	9.82		

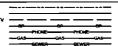
# THE FOLLOWING DESIGN STANDARDS ARE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION 2015 600 INDEX AND APPLY TO SW COUNTY RD 252B, LAKE CITY FL.

• DESIGN STANDARD INDEX NO 602 (TWO LANE TWO WAY, WORK ON SHOULDER)





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERIAL CATV UNDERGROUND CATV BURIED POWER TELEPHONE GAS SEWER





PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

TRAFFIC CONTROL RULES CITY: LARE CITY
SEET NO. 7 OF 7
COUNTY: COLUMBA
CALE: NOTYO SCALE STATE: FLORIDA
ATE: 04/19/2018 DRAWN 8Y: M.E.C.

### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

# 10

### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: <b>April 23, 2015</b>	Meeting Date: May 7, 201	5
Name: Kevin Kirby	Department: Operations	
Division Manager's Signature		
1. Nature and purpose of age		
		-
Attach any correspondence i memorandums, etc.	nformation, documents and forms for action i.e	e., contract agreements, quotes
2. Fiscal impact on current b	udget.	
Is this a budgeted item?	☑ N/A	
	Yes Account No.	
	$\square$ No Please list the proposed budget am	endment to fund this request
Budget Amendment Number	<u> </u>	
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

# COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date:	Permit No	County Road HWY 250; Brady Cir Se	ection No
Permittee	Florida Power & Light		
Address _	9001 Ellis Road, Melbourne	FL 32904 Telephone Number	321-726-4861
Requestin maintain	g permission from Columbia Cou to replace 8 wood poles with	nty, Florida, hereinafter called the County, to	contract, operate and ead, for maintenance
	WR6023213		
1464 &	1389 HWY250;760,747,711,615,	498 NW Brady Circle; 4 pole on NW Mis	sion Ridge Court
FROM:_		TO:	
Submitted	for the Utility Owner by: Pam M	Morissette Permit Admin nme & Title Signature	4/20/2015
	Typed Na	me & Title Signature	Date
applicatio. ( ) FOR' owners	n. Proposed work is within corpora T WHITE( ). A letter of notific locates will be noti	rate limits of Municipality: YES( ) NO(x). cation was mailed on lified prior to construction	If YES: LAKE CITY to the following utility
2. The Co	lumbia County Public Works Dire	ector shall be notified twenty-four (24) hours j k. The Public Works Director is Telephone Nu	prior to starting work and,
located at	(ITTER)	Telephone Nu for Maintenance of Traffic is	mber
	Telephone of the 24 hour notice to starting v	Number	(This name may be provided
and shall t from date o	be completed within days aft of permit approval, then PERMIT of make sure no changes have occu	al construction in good faith withindays atter permitted work has begun. If the beginning TEE must review the permit with the Columbinaried in the transportation facility that would	ng date is more than 60 days a County Public Works
4. The cor PERMITTI		ch utility shall not interfere with the property	and rights of a prior
5. It is exp	pressly stipulated that this permit is	s a license for permissive use only and that the	ne placing of utilities upon

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurt enances authorized hereunder, shall be immediately removed from said transportation facility or reset or

public property pursuant to this permit shall not operate to create or vest any property right in said holder.

Utilities Permit Page Two Revised: 8/17/00

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

- 7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.
- 8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be netered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.
- 9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

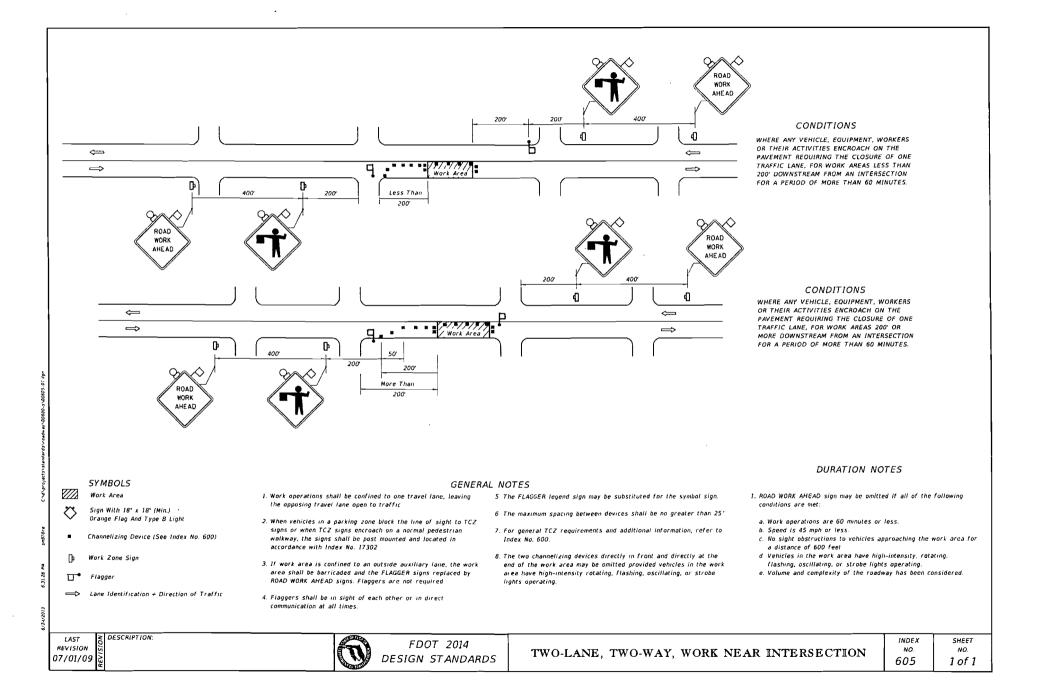
10. Should the PERMITTEE be desirous of keeping its utilities in place and out execution of this permit acknowledges its present and continuing ownership of HWY 250, Brady circle and	its utilities located between within the
County's right of way as set forth above. PERMITTEE, as its sole expense, shale service utilities whenever Columbia County Public Works Director and/or Counts in the public interest.	
11. Special instructions: Minimum cover of thirty inches (30") will be required a will not be financially responsible for any damage to facilities with less than thin not be located within driveway ditches.	
12. Additional Stipulations:	
·	· ·
t is understand and agreed that commencement by the PERMITTEE is acknow pinding nature of these specialist instructions.	ledgment and acceptance of the
Submitted By: Jan Monsse He Permittee	Place Corporate Seal

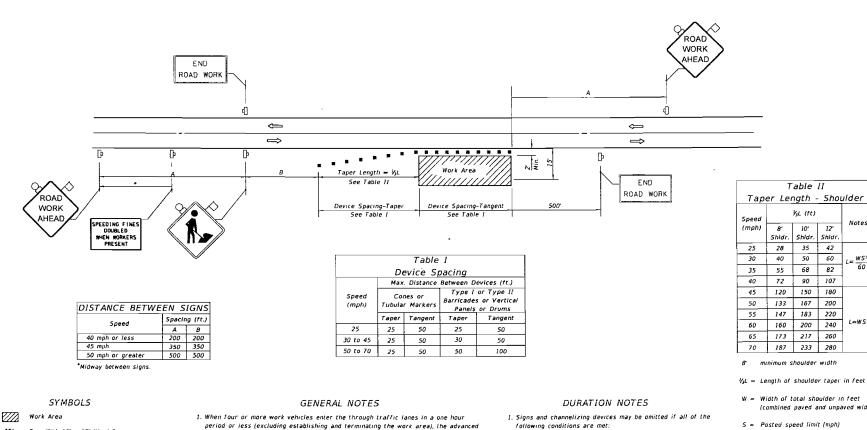
Attested

Utilities Permit Page three Revised: 8/17/00

Recommended for	or Approval:
Signature:	
Title:	Operations MANKER
Date:	04.23-15
Approval by Boa	ard of County Commissioners, Columbia County, Florida:
YES ( )	NO ( )
Date Approved:	
Chairman's Sign	nature:

Mead 4-23-15





Sign With 18" x 18" (Min.) Orange Flag And Type B Light

- Channelizing Device (See Index No. 600)
- Work Zone Sign
- ⇒ Lane Identification + Direction of Traffic

DESCRIPTION:

- FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
- 2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
- 3. When a side road Intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- 4. For general TCZ requirements and additional information, refer to Index No. 600.
- a. Work operations are 60 minutes or less.
- b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating

#### Y<sub>3</sub>L (ft) Notes (mph) 8, 10' 12' Shidr. Shidr. Shidr 25 28 35 42 30 40 50 60 68 82 35 55

Table II

72 90 107 40 45 120 150 180 133 167 200 55 147 183 220 L=WS 240 60 160 200 65 173 217 260 187 233 280

minimum shoulder width

1/2L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

### CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 07/01/12

FDOT 2014 DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK ON SHOULDER

INDEX NO. 602

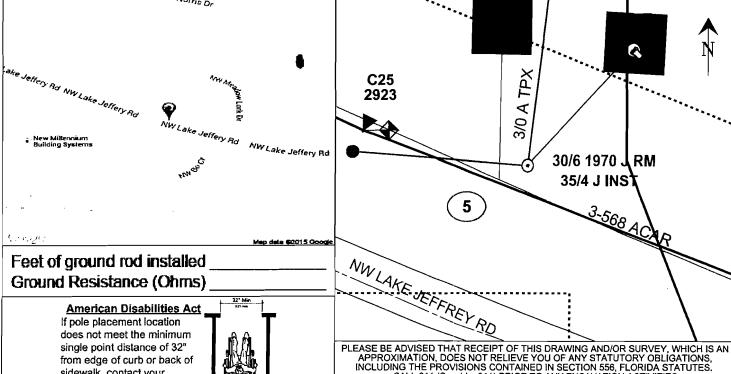
SHEFT NO. 1 of 1

WR: 6023213

Page 5 of 17

POLE LINE FT:

POLE LINE FT. ON TRANSM. POLES:



Production Lead, for further instructions. ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS. JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS. AS-BUILT CREW PRINT AS-BUILT COPY Foreman's Signature Date Foreman's Signature Supervisor's Signature Cert. Date FPL Tree Staking Req'd? [ ] M/A: NF Township: 03 Range: 17 Section 30 Tree Work? [ ] Tree Access? [ ] Work with SMO? [ ] Designer/Stake? [ ] CT/Special Mtr? [ ] Survey/Stake? [ ] 2014 PI- POLE INSPECTION COUNTY RD [] COUNTY AIR [] CITY [ ] FAA [] PERMIT REQ'D RR XING [] DR. DIST. [] TRANSM. [] F1138 16 COLUMBIA SUB., LAKE CITY, 32055 WMD [1 Tele. Attachment Pe Requested Tel. Co. Set Poles? Job Owner: Jeffrey Corder Date: 04/20/2015 Dwg No. 6023213\_8x11 PIP.xml Designer: Ana Arias Requested Tel. Co. Transfer? [] Request CATV Transfer? Scale: 1" = 40'

Map No. KZ1144

WR: 6023213

CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

Page 6 of 17

POLE LINE FT:

POLE LINE FT. ON TRANSM. POLES:

from edge of curb or back of sidewalk, contact your

DUCT BANK FT:

WR: 6023213

Page 10 of 17

POLE LINE FT. ON TRANSM. POLES:

Map No. KZ1144

WR: 6023213

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DUCT BANK FT:

TRENCH FT:

POLE LINE FT:

POLE LINE FT. ON TRANSM. POLES:

Map No. KZ1144 WR: 6023213

Page 12 of 17

POLE LINE FT:

POLE LINE FT. ON TRANSM. POLES:

DUCT BANK FT:

WR: 6023213

Page 13 of 17

POLE LINE FT. ON TRANSM. POLES:

Map No. KZ1144

WR: 6023213

Page 14 of 17

DUCT BANK FT:

TRENCH FT:

POLE LINE FT:

POLE LINE FT. ON TRANSM. POLES:

Scale: 1" = 44' Map No. KZ1144

WR: 6023213

Page 15 of 17

PRINTED BY:

Request CATV Transfer?

POLE LINE FT. ON TRANSM. POLES:

DUCT BANK FT:

TRENCH FT

POLE LINE FT:

### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

//

### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: April 29, 2015	Meeting Date: May 7, 2015				
Name: Kevin Kirby	Department: Operations				
Division Manager's Signature:					
1. Nature and purpose of agence	la item: Utility Permit				
Attach any correspondence informemorandums, etc.	ormation, documents and forms for action i.e., contract agree	ments, quotes,			
2. Fiscal impact on current budg	get.				
Is this a budgeted item?	✓ N/A				
	☐ Yes Account No.	<del></del>			
	$\square$ No Please list the proposed budget amendment to fund	this request			
Budget Amendment Number:					
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>			
	For Use of County Manger Only:				
	[ ] Consent Item				

# COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date:	Permit No.	County Road	CR252	Section No.	
Permittee	Comcast/FCCG				
Address _	731 Duval Station Rd Ste 10	07, Box402 Jax, Fl 3	2278lephone Numl	per <u>602-318-5808</u>	
		ilities from pole 1 on	CR252 to pole 9	y, to contract, operate and turning North on SW Birley at	Pole
	continuing to Pole 30 to fir	IISN project & exit RC		<del></del>	
FROM: _	ASAP	TO	05/31/2015		
Submitted	I for the Utility Owner by: <u>Da</u> Typed l	vid McElroy Name & Title	Signature	04/21/2015 Date	
aerial and applicatio ( FOR	ee declares that prior to filing the underground and the accurate on. Proposed work is within corp T WHITE ( ). A letter of noti	locations are shown on orate limits of Municipal fication was mailed on	the plans attached lity: YES (V) NO	hereto and made a part of this  ). If YES: LAKE CITY	
again imn	olumbia County Public Works D nediately upon completion of w	ork. The Public Works	Director is		,
The PERN	MITTEE's employee responsibl	le for Maintenance of T	raffic is Southeas	e Number st Utilities of GA (This name may be provided	
at the time	e of the 24 hour notice to starting	g work.)			
and shall b from date Director to	ERMITTEE shall commence act be completed within days of permit approval, then PERMI o make sure no changes have ocion.	after permitted work ha TTEE must review the percent of the percent in the transporta	s begun. If the beg permit with the Colu	inning date is more than 60 days imbia County Public Works	
4. The cor PERMITTI	nstruction and maintenance of s EE.	uch utility shall not inte	erfere with the prop	erty and rights of a prior	
	pressly stipulated that this permi perty pursuant to this permit sh				
6 Pursuar	nt to Section 337-403(1) Florida	Statutes whenever ne	cessary for the cons	truction renair improvement	

maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

Utilities Permit Page three Revised: 8/17/00

Recommended	for Approval:
Signature:	- Jelly
Title:	Openstrad usuacin
Date:	D4.8.15
Approval by B	oard of County Commissioners, Columbia County, Florida:
YES ( )	NO ( )
Date Approve	d:
Chairman's Si	gnature:

perd 29.15

0 - 0 - 4

Utilities Permit Page Two Revised: 8/17/00

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

- 7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.
- 8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to b entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.
- 9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in pla execution of this permit acknowledges its present and continuing over a new models.	vnership of its utilities located between within the
County's right of way as set forth above. PERMITTEE, as its sole exservice utilities whenever Columbia County Public Works Director a is in the public interest.	
11. Special instructions: Minimum cover of thirty inches (30") will be will not be financially responsible for any damage to facilities with lenot be located within driveway ditches.	
12. Additional Stipulations:	
It is understand and agreed that commencement by the PERMITTEE binding nature of these specialist instructions.	is acknowledgment and acceptance of the
Submitted By: David MCElroy	Place Corporate Seal
4) Mg & 4/2/15	
Signature and Title	Attested

**COUNTY ROAD 252, LAKE CITY** COMCAST PERMIT REQUEST FOR 324 SW GABRIEL PL, LAKE CITY FL. THESE PLANS WERE PREPARED UNDER THE RESPONSIBLE CHARGE OF COMCAST FULL TIME EMPLOYEE MR. ROGER WILKINSON AND ARE EXEMPT FROM THE SIGNING AND SEALING REQUIREMENTS PRESCRIBED IN SECTION 471 OF THE FLORIDA STATUTES C CONCRETE POLE

**COLUMBIA COUNTY** 

**RIGHT-OF-WAY** 

**PERMIT** 

5934 RICHARD ST

JACKSONVILLE, FLORIDA 32216

PROPOSED AERIAL CATV / FIBER

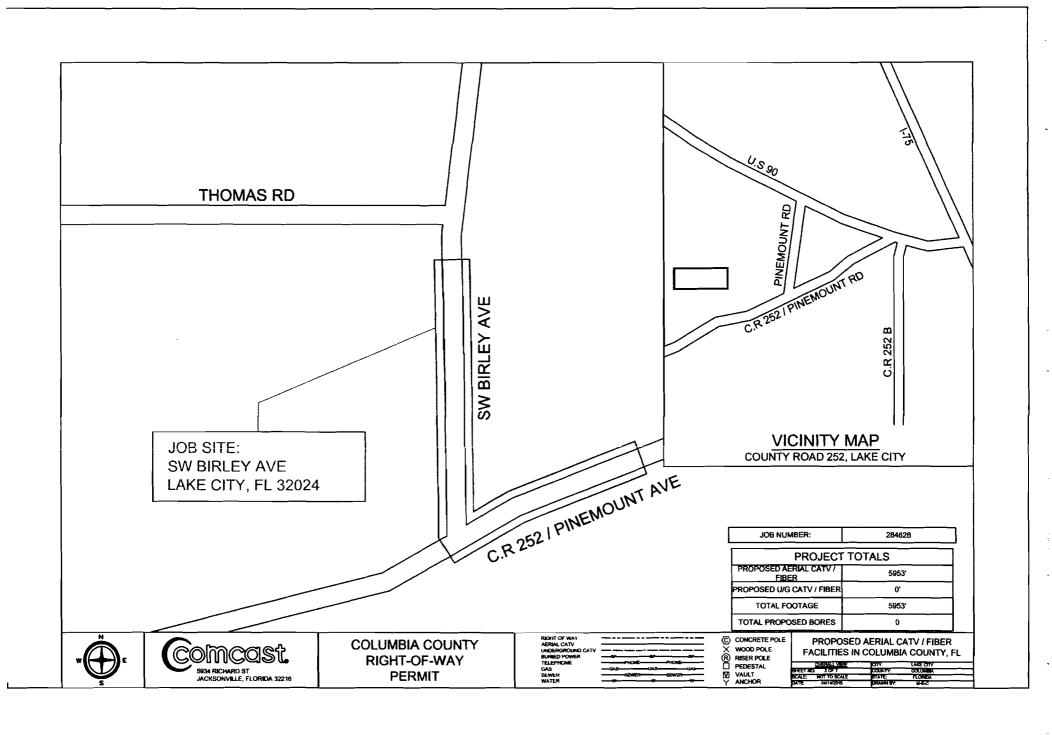
FACILITIES IN COLUMBIA COUNTY, FL

WOOD POLE

RISER POLE

PEDESTAL

VAULT ANCHOR



### **NOTES**

ALL PROPOSED CONSTRUCTION WILL BE PER THE COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NECESSARY SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 30" DEEP EXCEPT ROAD BORES 48" DEEP AND DRIVEWAY BORES AT 36" DEEP.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATV ROAD BORES WILL EXTEND A MINIMUM OF 8' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT

ALL PROPOSED BORES WILL BE IN A (4 X 4 X 4) PIT AND WILL USE (2) 2" HDPE CONDUIT AT 48" DEPTH USING A 5 1/4" DRILL HEAD.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STANDARD GALVANIZED LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0"

ALL PROPOSED AERIAL CATV CROSSING DRIVEWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-0"

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS PRIOR TO CONSTRUCTION.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

### CONSTRUCTION NOTES

IN ORDER TO REDUCE THE DISRUPTION AND COST OF UTILITY DAMAGES OCCURRING IN THE RIGHT-OF-WAY AND EASEMENTS. THE PERMITTEE SHALL PREVENT DAMAGES TO EXISTING UTILITIES CAUSED BY THE WORK THROUGH FIELD VERIFICATION OF THE LOCATION OF THE EXISTING UTILITIES IN CASE OF OPEN EXCAVATION. VERIFICATION MAY BE PERFORMED DURING THE PERMITTEES WORK. IN THE CASE OF DIRECTIONAL DRILLING, VERIFICATION SHALL TAKE PLACE PRIOR TO MOBILIZATION OF THE DRILLING EQUIPMENT.

THE PERMITTEE SHALL VERIFY THE LOCATION
OF THE EXISTING UTILITIES AS NEEDED TO
AVOID CONTACT WITH DETECTION EQUIPMENT
OR OTHER ACCEPTABLE MEANS, SUCH METHODS
MAY INCLUDE BUT SHALL NOT BE LIMITED TO
-"SOFT DIG"- EQUIPMENT AND GROUND
PENETRATING RADAR (GPR). THE EXCAVATOR
SHALL BE HELD LIABLE FOR DAMAGES CAUSED
TO CITY'S / COUNTIES / STATE INFRASTRUCTURE
AND THE EXISTING FACILITIES OF THE OTHER
UTILITY COMPANIES

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO BE VERIFIED BY LOCATES

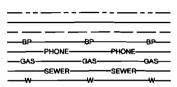
EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER







COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERIAL CATV UNDERGROUND CAT BURBED POWER TELEPHONE

> SEWER WATER

WAY
TV
DUND CATV
WER

GAS

GEMER

GEM

© CONCRETE POLE

X WOOD POLE

R RISER POLE

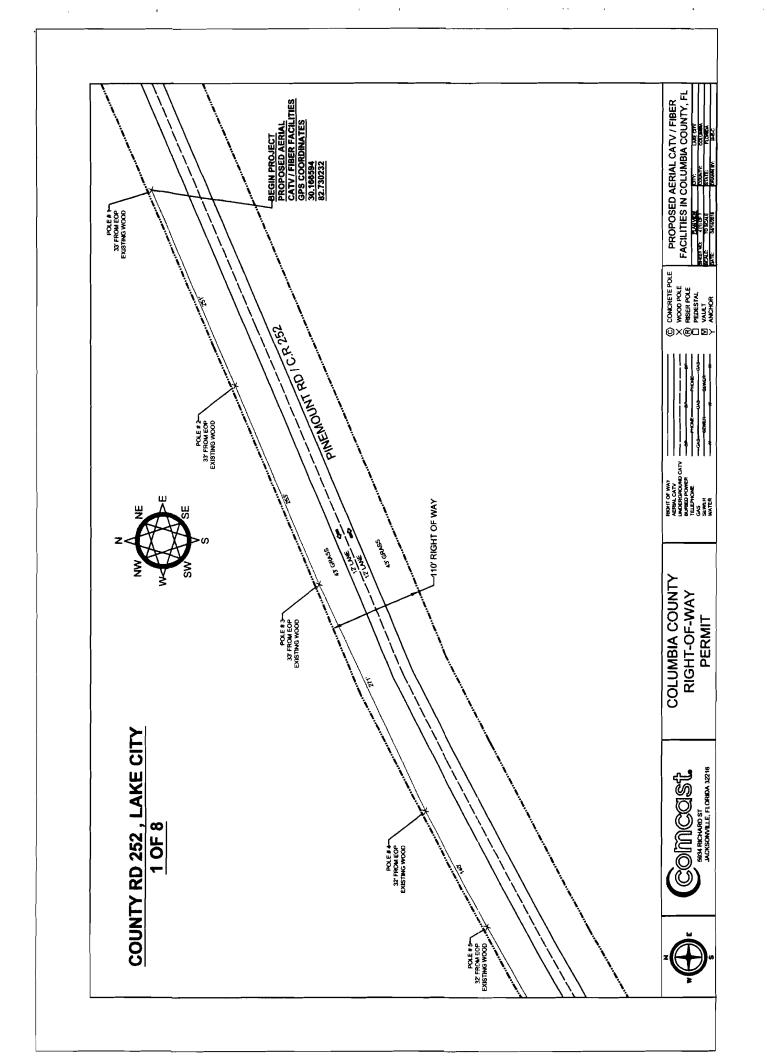
PEDESTAL

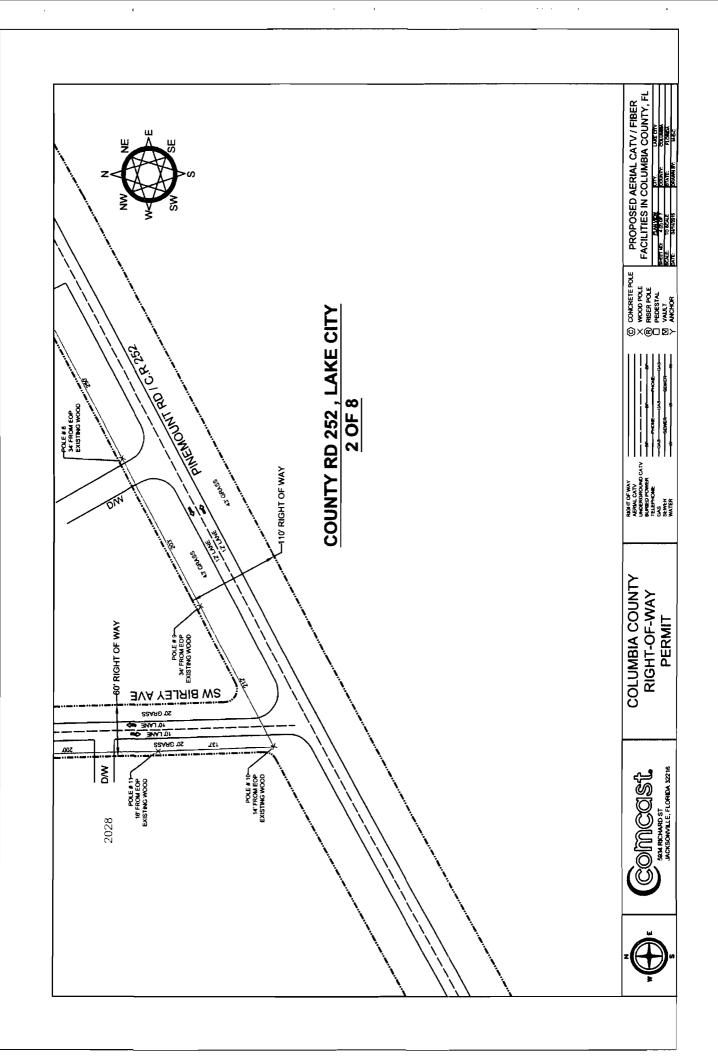
VAULT

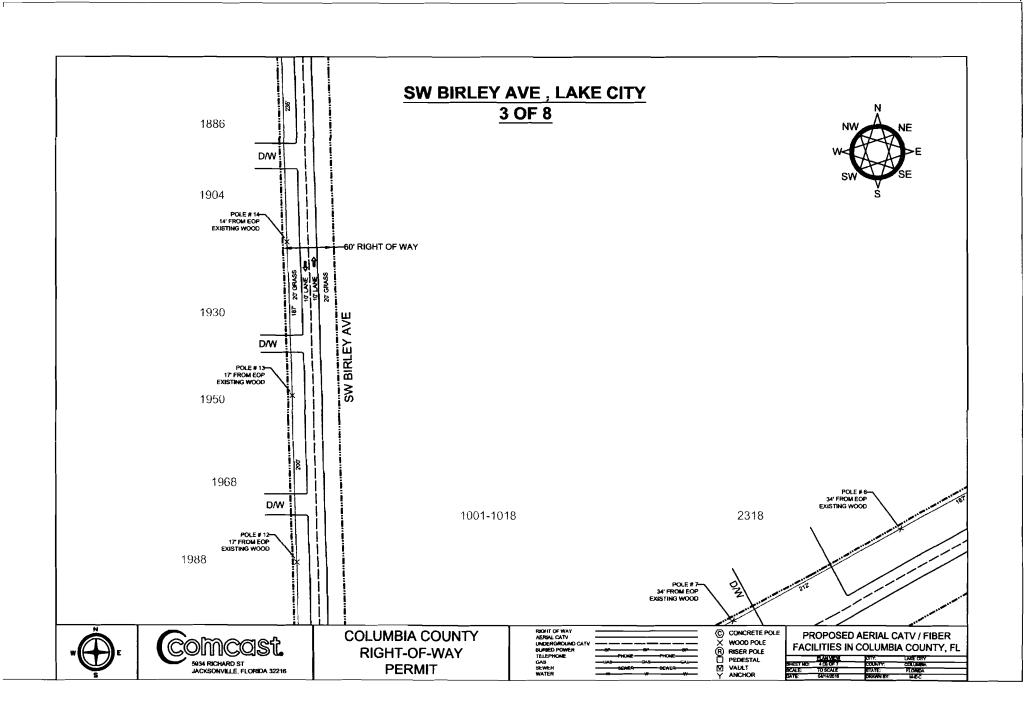
ANCHOR

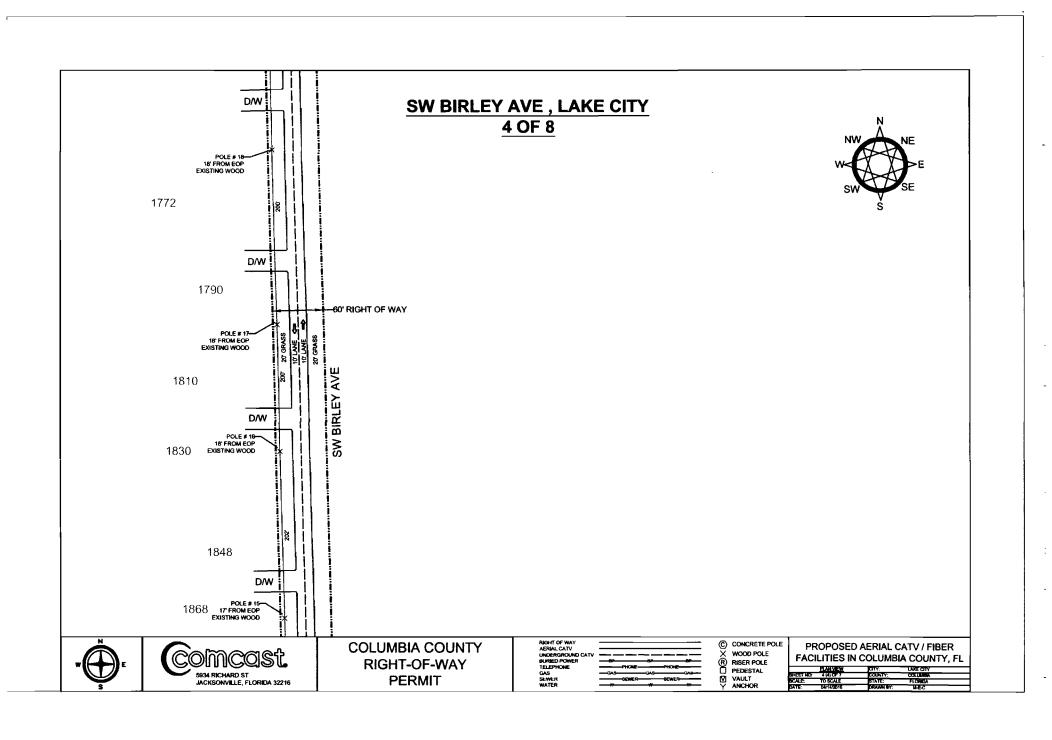
PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

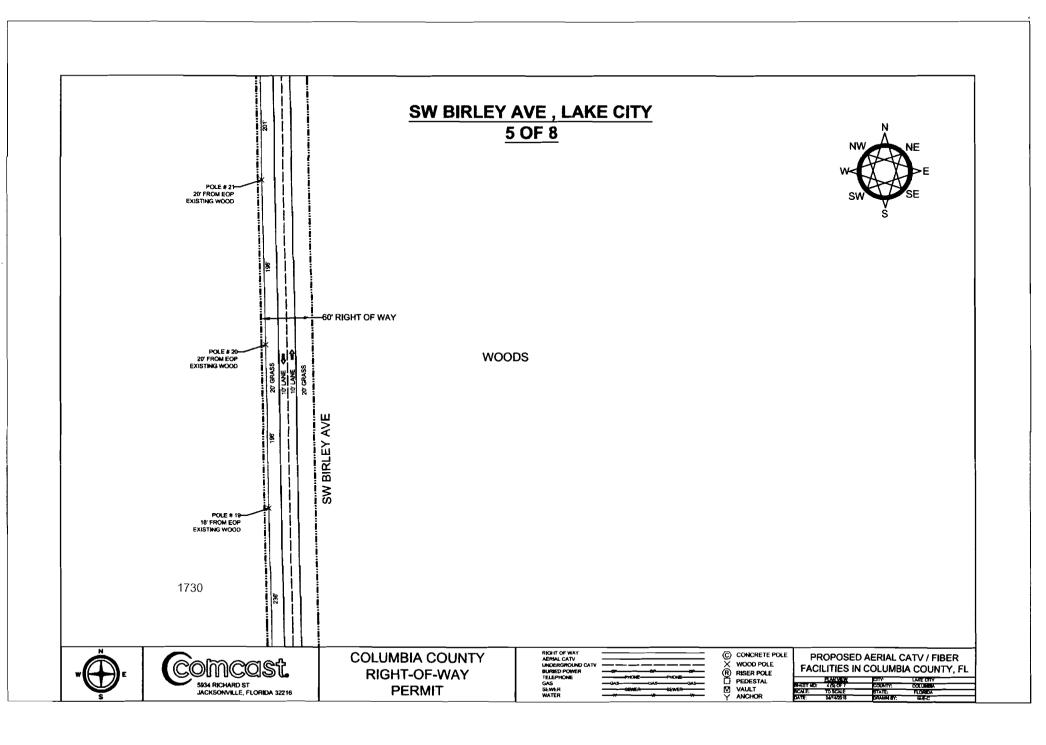
CONSTRUCTION NOTES CITY: LAKE CITY
SPECT NO. 10 F / COUNTY: COLLEGEN
SCALE: TO SCALE STATE: FLORICA
DATE: GATAZONS DAMAN SY: LACC

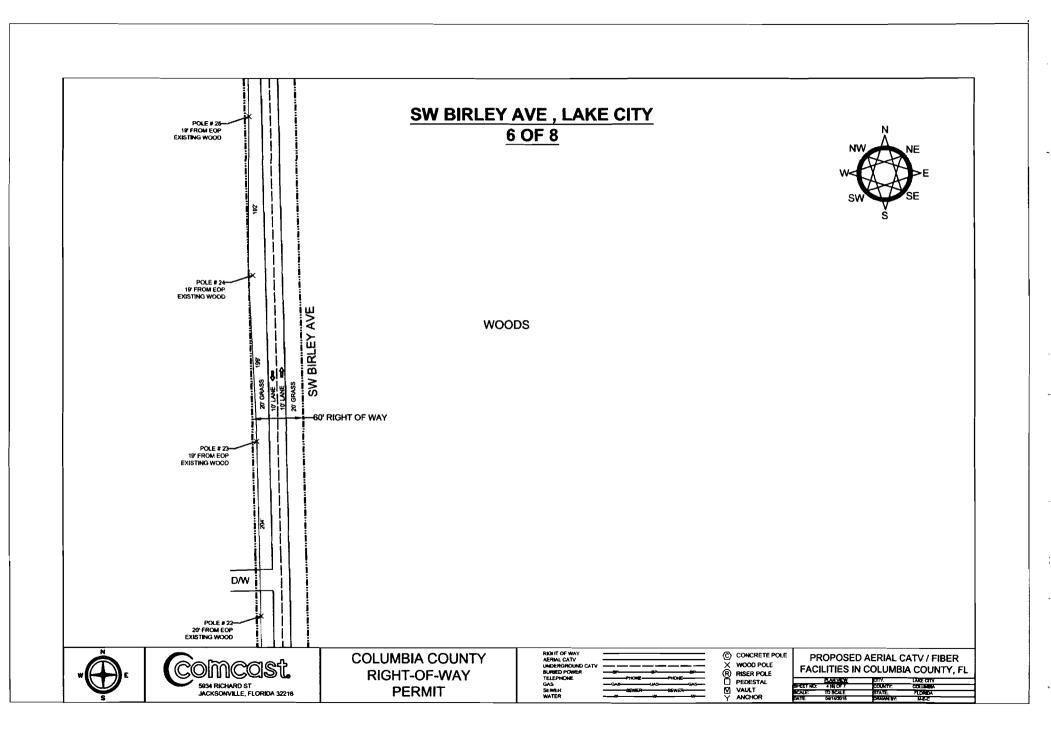


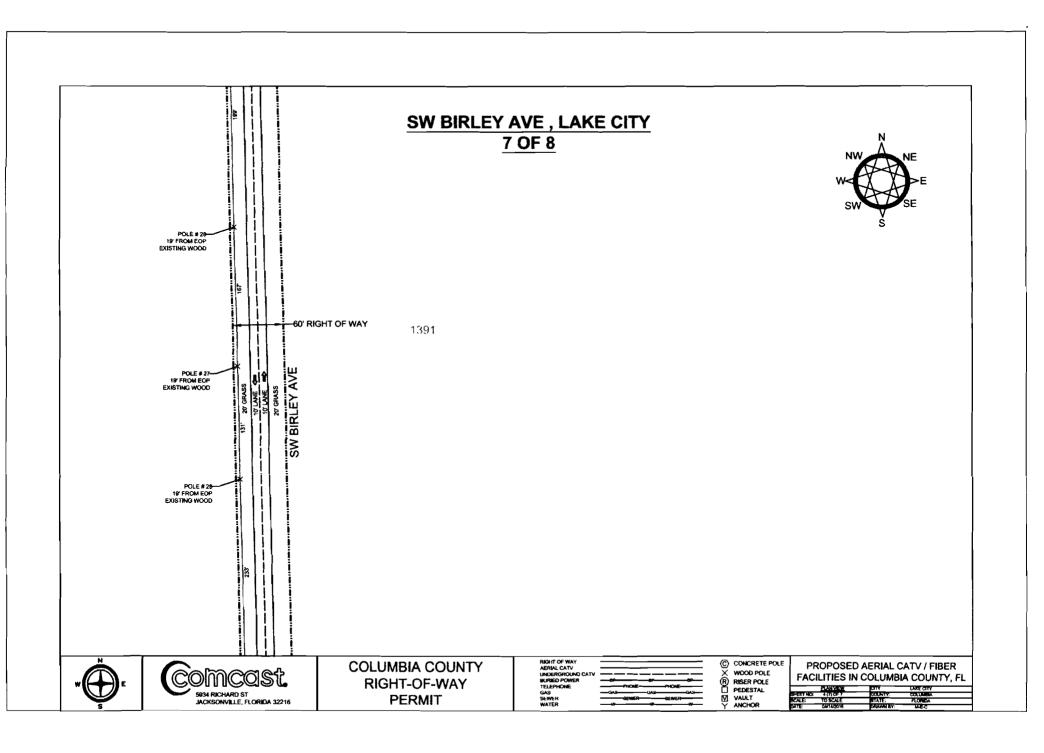


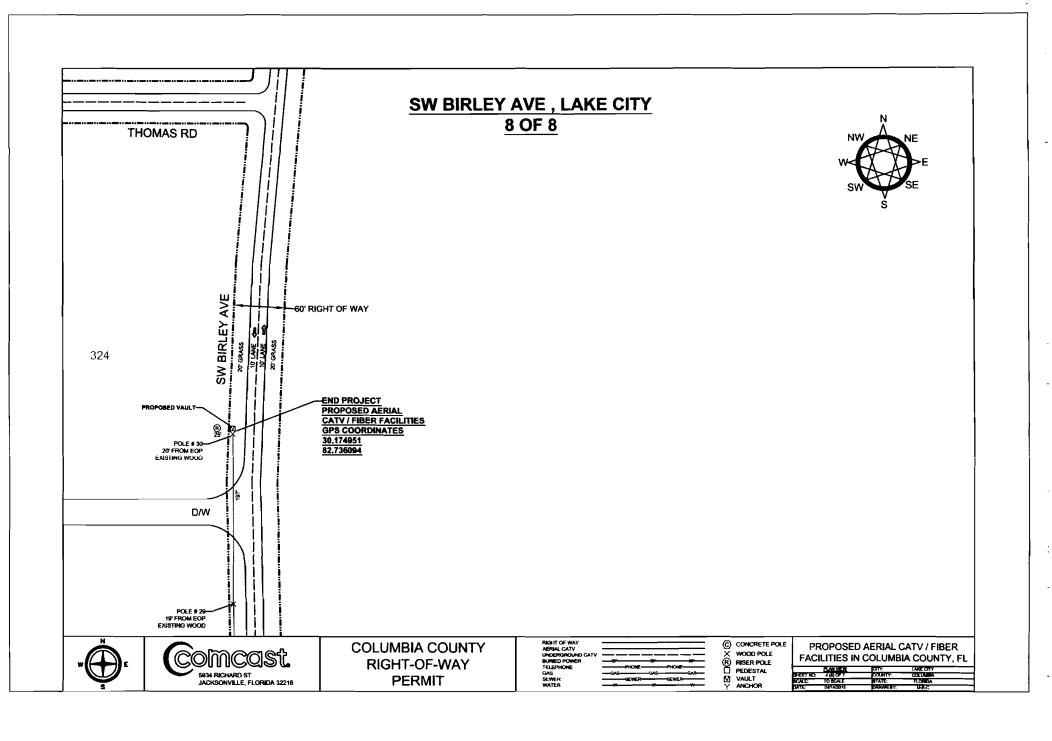


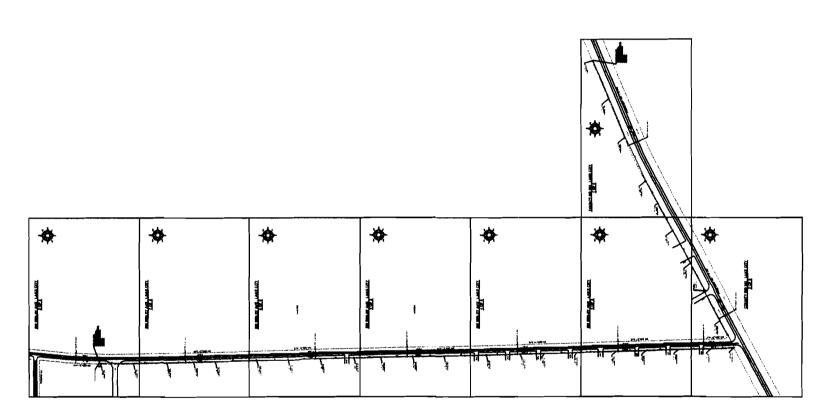


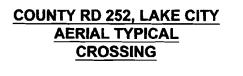


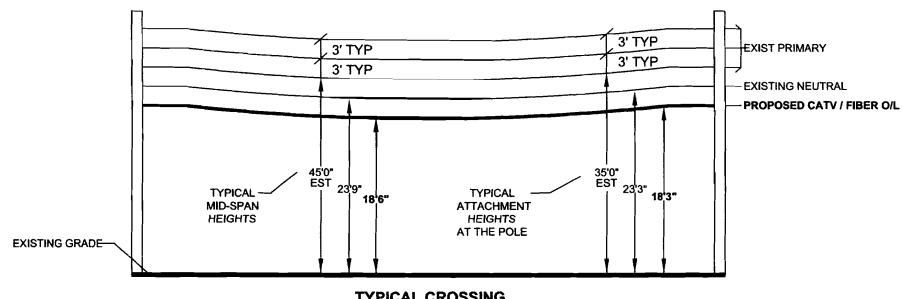












TYPICAL CROSSING
-NOT TO SCALE-





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY AERNAL CATV UNDERGROUND CATV BURIED POWER TELEPHONE GAS SEWER WATER

OF PHONE OAS GAS

© CONCRETE POLE

X WOOD POLE

R RISER POLE

D PEDESTAL

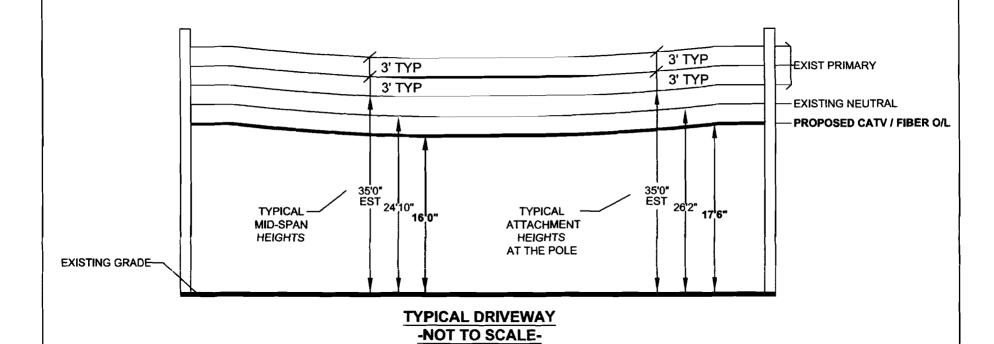
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Y ANCHOR

PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

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ROLE: NOT NO SCALE STATE: FLORICA
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# COUNTY RD 252, LAKE CITY AERIAL TYPICAL DRIVEWAY







COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
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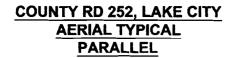
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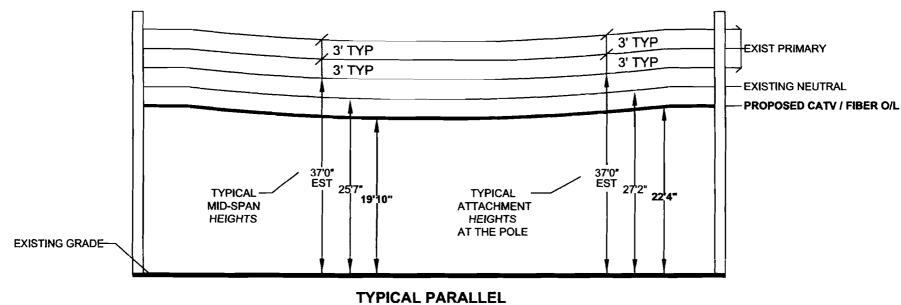
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PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

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EST NOT SOF Y DRIVEWAY
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-NOT TO SCALE-





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
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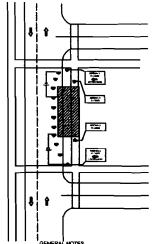
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PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

ASSIST TYPICALS DETAILS
SPECTICS 5 OF PARADLE, COUNTY: COLUMNS
SCALE: NOT 10 SCALE STATE: PLOREDA
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## C.R. 252 & SW BIRLEY AVE **COUNTY PERMIT MOT CASES**

#### MID-BLOCK SIDEWALK CLOSURE



- GENERAL NOTES

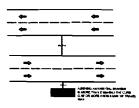
  1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN, OTHER WORK ZONE SIGNS WILL BE MEEDED
- 2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD. CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INDEX 800)
- 3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7 MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
- 4. THE STATE OF FLORIDA PROHIBITS MID-BLOCK CROSSING OF PEDESTRAINS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

#### TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

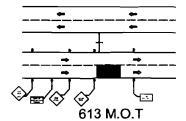


#### MULTILANE WORK OUTSIDE SHOULDER

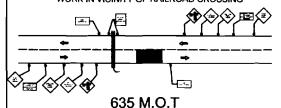


611 M.O.T

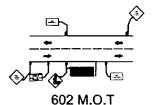
#### MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE



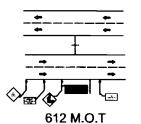
#### WORK IN VICINITY OF RAILROAD CROSSING



TWO-LANE, TWO-WAY, WORK ON SHOULDER

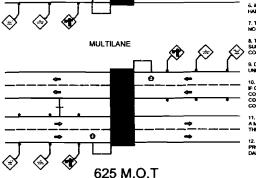


MULTILANE, WORK ON SHOULDER



#### TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS

#### TWO-LANE, TWO-WAY



#### TRAFFIC CONTROL NOTES

THE EXISTING POSTED SPEED SHALL REMAIN AS THE REGULATORY SPEED FOR EACH PHASE OF WORK, NO SPEED REDUCTION BHALL BE ALLOWED LINLESS PRIOR APPROVAL FROM THE ENGINEER.

DISTANCE BETWEEN SIGNS			
ROAD TYPE	٨	В	C
DRIBAN (LOW SPEED)	100	700	שפר
URBAN (FROM SPEED)	350	350	360
RURAL	500	500	500
EXPRESSWAY / PREEWAY	TURK	1500	2840

#### MAINTENANCE OF TRAFFIC REQUIREMENTS

- 1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBJUTTED TO THE COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO
- 2. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL BTREETS AND 9:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
- 3. CONTRACTOR MUST MAINTAIN EXISTING SIGNING, IF SKINS ARE DAMAGED DUE TO HIS ACTIVITY. THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
- 4. THIRTY FOOT RADII ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REBUILT.
- 5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
- 6. # SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPS ARE TO BE INSTALLED.
- 7. THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE, THAN ONE BLOCK AT A TIME.
- 8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMEROCK SURFACE BEFORE IT IS RE-OPENED TO TRAFFIC AND BEFORE THE CONTRACTOR MOVES ON TO THE MEXT CONSTRUCTION ZONE.
- 9. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAYED SURFACES LINTIL PAYED.
- 10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN. CONTRACTOR IS TO SUBJECT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGAMERSHING PRIOR TO CONSTRUCTION
- 11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF
- 12. TRAFFIC SIGNAL VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 35 HOURS OF BEING DESTROYED OR DAMAGED.





**COLUMBIA COUNTY RIGHT-OF-WAY PERMIT** 

RIGHT OF WAY AERIAL CATV UNDERGROUND CATV ALIGNED POWER TELEPHONE

C CONCRETE POLE WOOD POLE R RISER POLE
PEDESTAL ☑ VAULT ✓ ANCHOR

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY FI

CTY:	LAKE CITY
COUNTY:	COLUMBIA
STATE:	PLORIDA
	COUNTY:

# THE FOLLOWING DESIGN STANDARDS ARE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION 2015 600 INDEX AND APPLY TO C.R 252, LAKE CITY FL.

- DESIGN STANDARD INDEX NO 602 (TWO LANE TWO WAY, WORK ON SHOULDER)
- DESIGN STANDARD INDEX NO 625 (TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS)





COLUMBIA COUNTY RIGHT-OF-WAY PERMIT RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS

CAL CLAS CLAS

© CONCRETE POLE

X WOOD POLE

RISER POLE

PEDESTAL

VAULT

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FL

TRAFFIC CONTROL RULES COTY. LARE CITY
SPECT NO. 7 OF 7 DOUNTY: COLUMNS
SCALE: NOTTO SCALE STATE: FLORING
DATE: OUTLOSIES DRAWN SY: MEC

# BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

12

# **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: April 17, 2015		<u> </u>
Name: Kevin Kirby		
Division Manager's Signature	::	
1. Nature and purpose of age	enda item: Approve SCOP program agreement with FDOT	for reconstruction of
	Bell Road Resolution - 20	15R-2
memorandums, etc.	nformation, documents and forms for action i.e	., contract agreements, quotes
2. Fiscal impact on current b		
Is this a budgeted item?	☑ N/A	
	Yes Account No	
	☐ No Please list the proposed budget ame	endment to fund this request
Budget Amendment Number	:	
FROM	<u>TO</u>	<u>AMOUNT</u>

For Use of County Manger Only:

[ ] Discussion Item

[ ] Consent Item

Florida Statutes: 334.044(7)

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT

850-035-01
PAVEMENT MANAGEMENT
OGC - 02/15
Page 1 of 18

Financial Project No: <u>430720-1-58-01</u>	Vendor No.: <u>F596000564005</u>
Contract No	CSFA No. and Title: 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

# STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT

This Small County Outreach Program Agreement ("Agreement") is entered into this day o
, between the State of Florida, Department of Transportation ("Department") and Columbia
County, Florida, ("Recipient"). The Department and the Recipient are sometimes referred to in this
Agreement as a "Party" and collectively as the "Parties."

# **RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, D and E are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement as Exhibit E.

F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference in this Agreement.
- 2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
- 3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through 12-31-2017. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before <u>12-31-2015</u>, and design plans to be completed by 05-31-2016.
  - b. Actual Construction shall begin no later than <u>10-1-2016</u>, and be completed by <u>12-31-2017</u>.
- 4. The Department will participate in a maximum of 100% of the actual total project costs up to \$1,165,836.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 430720-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approved in advance by the Department.

- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman

has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- 1. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- 5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements

of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department certification of exemption FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(1), Florida Statutes.
- viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

- 7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
- 8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project.
- 9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
- 10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
  - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly

provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

- 11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
- 13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
- 14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees include the following indemnification in all contracts contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

"To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage

insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

- 18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- 19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
- 20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- 21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
- 22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation Program Management - MS 2014 1109 South Marion Avenue Lake City, Florida 32025

Attention: Project Manager Copy: District Chief Counsel TO RECIPIENT:

The Honorable Rusty DePratter, Chair

Post Office Drawer 1529

135 N. East Hernando Avenue

Lake City, Florida 32056

- 23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 24. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
- 25. This Agreement shall not be construed to grant any third party rights.
- 26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
- 28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- 29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
- 30. Time is of the essence as to each and every obligation under this Agreement.
- 31. The Department and the Recipient acknowledge and agree to the following:

- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
- 32. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

(Name of RECIPIENT)	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY:	BY:
Title: Chair	Title:
Print Name	Date:
Attest:	Legal Review:
Title:	See attached encumbrance form for date of funding approval by Comptroller
Print:	
Recipient's Legal Review	
Print Name	

## EXHIBIT "A"

# **SCOPE OF SERVICES AND**

# **DELIVERABLES**

The project consists of the Design, Construction and CEI for the road reconstruction of Bell Road from US 41 to US 441 in Columbia County, Florida as follows:

- Development of design plans
- Bid and award
- Construction
- -Construction Engineering and Inspection

## **AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services.

The Agency is required to send an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to the Department giving authorization to advertise.

The Agency is required to send a preliminary schedule from the selected contractor, once available.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed \$1,165,836.00

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

# **EXHIBIT "B"**

# **METHOD OF COMPENSATION**

# FINANCIAL PROJECT NO.<u>430720-1-58-01</u>

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

# Columbia County, Florida

referenced by the above Financial Project Number.

# Schedule of Funding:

	FY 2015	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$1,165,836.00	\$	\$	\$
CEI	\$	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$1,165,836.00	(100%) or \$	(100%) or \$	(%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$1,165,836.00	\$	\$	\$

Please submit <u>1</u> (insert no. of invoices required) copies of invoice(s) to the following address: Kim Evans, District Local Programs Administrator - MS 2014, 1109 South Marion Avenue,

Lake City, Florida 32025

# **EXHIBIT "C"**

# STATE FINANCIAL ASSISTANCE

# STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

# **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Awarding Agency: Florida Department of Transportation

State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

CSFA Number: 55.009

\$908,639.00(SCOP)

Award Amount: \$257,197.00 (CIGP) - Exhibit "C" cont. shows CIGP Single Audit information

Specific information for CSFA Number 55.009 is provided at:

https://apps.fldfs.com/fsaa/searchCatalog.aspx

# <u>COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED</u> <u>PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:</u>

Compliance requirements for CSFA Number 55.009 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

# EXHIBIT "D" NOTICE OF COMPLETION

# SMALL COUNTY OUTREACH PROGRAM

Between

# THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

# **Columbia County RECIPIENT**

PROJECT DESCRIPTION: Design, Construction and CEI for the road reconstruction of Bell Road from US 41 to US 441
FINANCIAL PROJECT NUMBER: 430720-1-58-01
In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of
By:
Name:
Title:

# SMALL COUNTY OUTREACH PROGRAM AGREEMENT ADDENDUM

THIS SMALL COUNTY OUTREACH PROGRAM AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Columbia County ("Recipient").

## -RECITALS-

- 1. The terms and provisions of this Addendum are incorporated in and made part of the Small County Outreach Program ("SCOP") Agreement executed by the parties simultaneously; and
- 2. This Addendum shall be merged into and made part of the SCOP Agreement and both documents shall be collectively referred to as the "Agreement";
- 3. The primary funding source for the Project, as defined by the SCOP Agreement, is derived from funds legislatively granted pursuant to Section 339.2818, Florida Statues, and otherwise referred to as the Small County Outreach Program;
- 4. The Department will also be funding a portion of the Project via monies distributed by the County Incentive Grant Program ("CIGP"); and
- 5. The CIGP is created pursuant to Section 339.2817, Florida Statutes, for the purpose of providing grants to counties, to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System;
- 6. The combined SCOP and CIGP monies shall be referred to as "Blended Funds"; and
- 7. The portion of the Blended Funds derived from SCOP funds is more specifically shown on Exhibit C of the SCOP Agreement; and
- 8. The portion of the Blended Funds derived from CIGP funds is more particularly shown on Exhibit "A" of this Addendum; and
- 9. In the event of any conflict or inconsistency between the SCOP Agreement and this Addendum, the provisions of this Addendum shall control; and
- 9. All other terms and conditions of the SCOP Agreement shall remain unchanged unless otherwise stated in this Addendum.

**NOW THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

# 1. RECITALS

The above recitals and attached exhibit(s) are specifically incorporated by reference and made part of this Addendum.

## 2. PURPOSE OF ADDENDUM AND EXPLANATION OF FUNDING

- A. The Parties agree that the sole purposes of this Addendum is to provide the attached Exhibit A and including CIGP funds as a portion of the funding source for the SCOP Agreement. All other terms and conditions of the SCOP Agreement shall remain the same.
- B. The Department has determined that the Project is eligible for and shall be granted Blended Funds via both SCOP and CIGP monies.

C. The portion of the Blended Funds derived from SCOP funds is explained in Exhibit C of the SCOP Agreement signed simultaneously with this Addendum. The portion of the Blended Funds derived from CIGP funds is explained in Exhibit A of this Addendum.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Addendum consisting of three (3) pages.

Florida Department of Transportation	Attest:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Legal Review:	
By:Office of the General Counsel Florida Department of Transportation	
COLUMBIA COUNTY	Attest:
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Legal Review:	
By: Legal Counsel for Recipient	

# **EXHIBIT A**

# STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

# THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

# **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Awarding Agency: Florida Department of Transportation

State Project Title: COUNTY INCENTIVE GRANT PROGRAM

**CSFA Number:** 55.008 \***Award Amount:** \$257,197.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.008 is provided at:

https://apps.fldfs.com/fsaa/searchCatalog.aspx

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.008 are provided at: <a href="https://apps.fldfs.com/fsaa/searchCompliance.aspx">https://apps.fldfs.com/fsaa/searchCompliance.aspx</a>

The State Projects Compliance Supplement is provided at: <a href="https://apps.fldfs.com/fsaa/compliance.aspx">https://apps.fldfs.com/fsaa/compliance.aspx</a>

# COLUMBIA COUNTY, FLORIDA RESOLUTION NO. 2015 R-2

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA APPROVING STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH COLUMBIA COUNTY, FLORIDA TO RECONSTRUCT BELL ROAD FROM US 41 TO US 441 IN COLUMBIA COUNTY, FLORIDA.

WHEREAS, Columbia County has the authority to enter into a Construction and Maintenance Agreement with the State of Florida, Department of Transportation, ("Department"); and WHEREAS, Columbia County believes it is in the best interest to facilitate the reconstruction of Bell Road from US 41 to US 441 in Columbia County Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 430720-1-58-01.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, as follows:

Section 1. Columbia County, Florida by and through its Board of County

Commissioners, approves the State of Florida, Department of Transportation,

Reimbursement Agreement as to Financial Project ID No. 430720-1-58-01, a copy of which is attached hereto and made a part hereof.

Section 2. The Chairman of the Board of County Commissioners, together with any other appropriate County officials, are authorized to execute the agreement on behalf of Columbia County, Florida.

UNANIMOUSLY PASS	ED AND ADOPTED by the Board of County Commissioners
of Columbia County, Flori	da, at its regular session on
	BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA
	BY: Rusty DePratter, Chairman
	ATTEST: P. DeWitt Cason, Clerk of Court
	(SEAL)

# **BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY**

# **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: April 21, 2015	Meeting Date: May 7, 2015			
Name: Kevin Kirby	Department: Operations			
Division Manager's Signature:				
1. Nature and purpose of agend	item: Entering Private Property			
Attach any correspondence infomemorandums, etc.	mation, documents and forms for action i.e., contract agreements, quotes			
2. Fiscal impact on current bud	t.			
Is this a budgeted item?	☑ N/A			
	Yes Account No.			
	$\square$ No Please list the proposed budget amendment to fund this request			
Budget Amendment Number:				
<u>FROM</u>	<u>TO</u> <u>AMOUNT</u>			
	For Use of County Manger Only:			
	[ ] Consent Item [ ] Discussion Item			

District No. 1 - Ronald Williams

District No. 2 - Rusty DePratter

District No. 3 - Bucky Nash

District No. 4 - Everett Phillips

District No. 5 - Scarlet P. Frisina



# BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

# **MEMORANDUM**

TO:

Dale Williams, County Manager

FROM:

Kevin Kirby, Operations Manager

**DATE:** 

April 22, 2015

**SUBJECT:** 

**Entering Private Property** 

I am requesting permission to enter private property located at 570 NW Spradley Rd. for the purpose of rotten tree removal.

Upon approval the appropriate Hold Harmless Agreement will be obtained.

If you should need any additional information, please contact me.

# **Columbia County Property** Appraiser updated: 3/19/2015

Parcel: 32-1S-17-04613-000

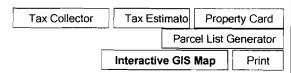
<< Next Lower Parcel Next Higher Parcel >>

## Owner & Property Info

Owner's Name	MOATES JAMES & LEONA			
Mailing Address	570 NW SPRADLEY ROAD LAKE CITY, FL 32055			
Site Address	570 NW SPRADLEY RD			
Use Desc. (code)	IMPROVED A (005000)			
Tax District	3 (County) Neighborhood 32117			
Land Area	7.370 ACRES	Market Area	03	
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.			

COMM AT NE COR OF SEC, RUN W 665.11 FT, S 291.73 FT TO S RW OF SPRADLEY RD, SE ALONG RW 63.40 FT FOR POB, CONT SE ALONG RW 639.31 FT, S 1068.82 FT, W 328.11 FT, N 857.11 FT, NW 288.96 FT, N 339.54 FT TO POB (2 ACRES IN NW COR SUBJECT TO LIFE ESTATE 1112-633) WD WD 1112-631 & 1154-003 CORR WD 1288-1178 & CORR WD 1288-1180 & QCD 1288-1182 EX 3.07 ACRES AS DESC IN ORB 1290-1994

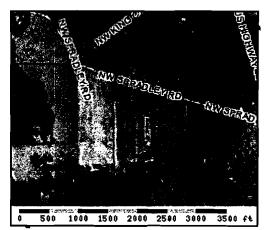
# 2014 Tax Year



<< Prev

Search Result: 4 of 7

Next >>



## **Property & Assessment Values**

2014 Certified Values		
Mkt Land Value	cnt: (1)	\$4,125.00
Ag Land Value	cnt: (3)	\$2,076.00
Building Value	cnt: (1)	\$79,911.00
XFOB Value	cnt: (4)	\$1,700.00
Total Appraised Value		\$87,812.00
Just Value		\$110,519.00
Class Value		\$87,812.00
Assessed Value		\$79,540.00
Exempt Value	(code: HX H3 SX)	\$75,000.00
		Cnty: \$4,139
Total Taxable Value	Other: \$	29,139   Schl:
		<b>\$54,54</b> 0

# 2015 Working Values

# NOTE:

2015 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

**Show Working Values** 

# **Sales History**

Show Similar Sales within 1/2 mile

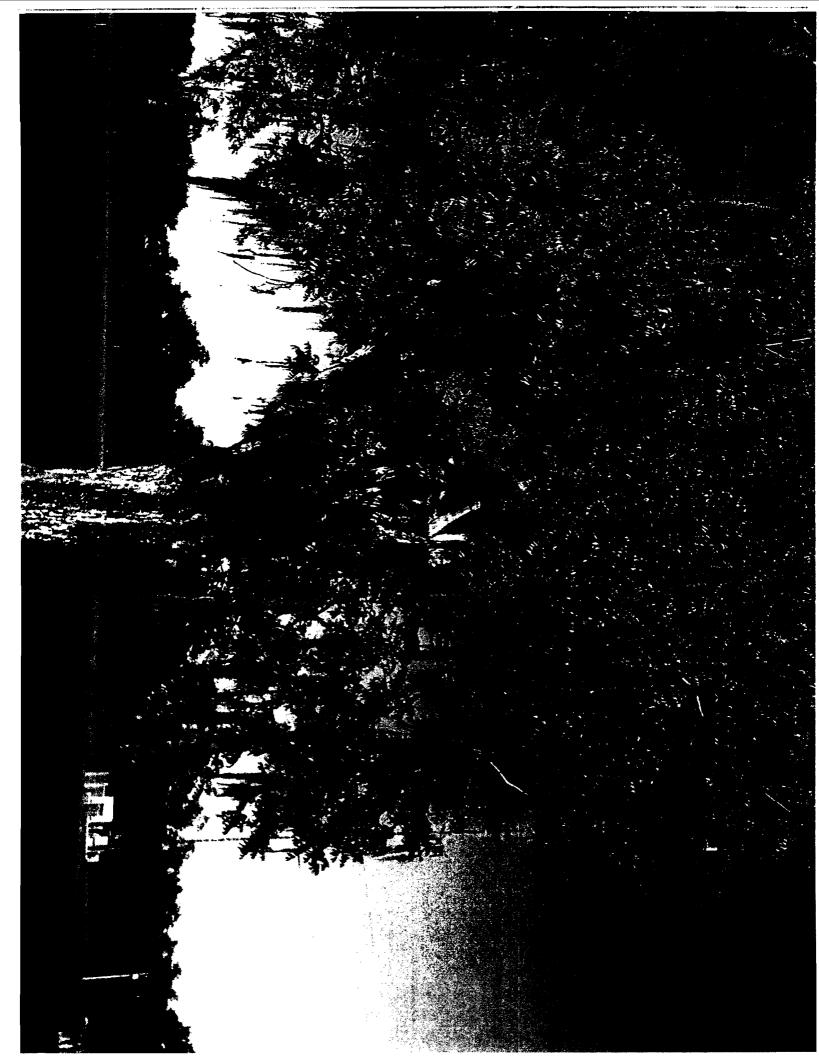
Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
1/26/2015	1288/1178	WD	v	U	30	\$100.00
1/26/2015	1288/1180	WD		U	30	\$100.00
1/26/2015	1288/1182	QC	٧	U	30	\$100.00
7/3/2008	1154/3	WD	v	U	01	\$100.00

# **Building Characteristics**

Bldg Item	Bldg Desc	Year Bit	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
3	SINGLE FAM (000100)	1998	COMMON BRK (19)	1650	1810	\$80,599.00
Note: All S.F. calculations are based on exterior building dimensions.						

# Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0166	CONC,PAVMT	1993	\$200.00	0000001.000	0 x 0 x 0	(000.00)
0190	FPLC PF	1993	\$1,200.00	0000001.000	0 x 0 x 0	(000.00)



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# **BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY**

# **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

The Library is closed on Frida	Department:  Library  Request to close the Library July 4-5, 2015.  y, July 3, 2015, as a County holiday. The actual Independence Day Holiday is
Saturday, July 4"'. Only one o	f the 3 locations is open on Sunday, July 5, 2015 from 1-5pm.
Attach any correspondence memorandums, etc.	information, documents and forms for action i.e., contract agreements, quotes,
2. Fiscal impact on current b	udget.
Is this a budgeted item?	[X] N/A
	[ ]Yes Account No.
	[] No Please list the proposed budget amendment to fund this request
Budget Amendment Number	<u>-</u> :
FROM	<u>TO</u> <u>AMOUNT</u>
	For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item



## BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

## **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date:April 21, 20	15	Meeting Date: Mav	7. 2015			
Name:Deborah J. Paulson		Library Department:				
Division Managers Signatu	re <u>Ben S</u>	Ben Scox				
	genda item: Request to have attached list of items be junked.  tioning computers, printers, monitors, drives, parts that are no longer useful.					
Attach any correspondence memorandums, etc.	e information, docume	nts and forms for action	i.e., contract agreements,quotes,			
2. Fiscal impact on current	budget.					
Is this a budgeted item?	[X]N/A					
	[ ]Yes Account No.					
	[] No Please list the	proposed budget amend	ment to fund this request			
Budget Amendment Numb	er:					
<u>FROM</u>		<u>TO</u>	<u>AMOUNT</u>			

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

## Columbia County Public Library Items to be deleted from Inventory April 2015

I.D. #	Name of Item	Model / Serial #	Declared	Notes	Purchased From
9829	HP DeskJet 870Cxi printer	C4555A / US73J120TB	Junked		GE Capital ITS
13694	HP LaserJet P4015x printer	P4015X / scndy417175	Junked		CDW-G
12778	Dell computer	Optiplex 170L / 9JLFZ71	Junked		Dell
12773	Dell computer	Optiplex 170L / CJLFZ71	Junked		Dell
12774	Dell computer	Optiplex 170L / 6JLFZ71	Junked		Dell
9976	Intermec 9445 Trakker handheld	9445C020101 / 9609300029	9	incl. 4 extra	
	scanner			batteries, batter	
				charger, manual &	
			Junked	scanning wand)	DRA
12768	Cisco 1700 router	1712 / SFTX0916W140	Junked		CDW-G
13770	SonicWall CDP 110	0017C5394B41	Junked		
12354	G3 HP tower server	ML350 / M00JLK832C	Junked		Pomeroy
n/a	HP DeskJet 6122 printer		Junked		
n/a	DiscCheck small keypad and small				
	monitor		Junked		
n/a	3 old telephones (2 desk, 1 wall)		Junked		
n/a	2 computer keyboards		Junked		
n/a	1 computer mouse		Junked		
n/a	1 KDS computer monitor		Junked		
n/a	1 Intermec 1545 handheld scanner		Junked		
n/a	1 Black Box Corp. Mini Hub		Junked		
n/a	1 very old, metal power strip		Junked		
n/a	1 SeaGate tape drive		Junked		
n/a	2 TapeStor TR3 minicartridges for				
_	SeaGate tape drive on this list		Junked		
n/a	2 Cisco Aironet power injectors		Junked		
n/a	LinkSys EtherFast 3116 16-port	J			
	ethernet switch		Junked		
n/a	Cisco IP phone 7911		Junked		
n/a	HP Jetdirect ew2500 print server		Junked		
n/a	2 metal rail kits		Junked		
n/a	APC Smart UPS 1000		Junked		
n/a	APC Smart UPS 750		Junked		
n/a	APC battery		Junked		

## Columbia County Public Library Items to be deleted from Inventory April 2015

n/a	GE Television		Junked	
7934	Apple monitor and CPU	0350 /B0406LL/C	Junked	Apple Computer Inc.

# 16

## **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: August 28, 2015		Meeting Date: May 7, 2015	
Name: David Kraus/David Boozer		Department: CCFR	_
Division Manager's Signature:	1		
1. Nature and purpose of agend	a item: To Amend the	Fire Department Pay Grade Schedule.	
Attach any correspondence info memorandums, etc.	rmation, document	s and forms for action i.e., contract agreem	ents, quotes,
2. Fiscal impact on current budg	et.		
Is this a budgeted item?	☑ N/A		
	Yes Account N	lo	_
	☐ No Please list t	he proposed budget amendment to fund th	is request
Budget Amendment Number:			
<u>FROM</u>		<u>TO</u>	<u>AMOUNT</u>

For Use of County Manger Only:

[ ] Discussion Item

[ ] Consent Item

### **MEMORANDUM**

TO: Columbia County Board of County Commissioners

From: David Kraus, Safety Manager

David Boozer, Fire Chief

Date: April 28, 2015

RE: Amendment to Fire Department Pay Grade Schedule

The Columbia County Fire and Rescue Department requests the Columbia County Board of County Commissioners to amend the Fire Department Pay Grade Schedule to clarify the requirements for payment of supplements.

Currently, CCFR pays the supplement for EMT and the Hazardous Materials technicians. The schedule is vague and has allowed firefighters to be paid based upon the completion of the EMT and/or Haz Mat training. However, it does not require the firefighter to acquire the necessary certifications from the State of Florida. CCFR would like to pay the stipend only upon the firefighter receiving an EMT certification from the State of Florida Department of Health Division of Quality Assurance. Similarly, the Haz Mat stipend would be paid unpon receipt of certificate of Competency from the State of Florida Mire Marshall's Bureau of Fire Standards and Training.

CCFR requests the Columbia County Board of County Commissioners approve the amendment to the Fire Department Pay Grade Schedule.

## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FIRE DEPARTMENT PAY GRADE SCHEDULE

POSITION TITLE	EXEMPT STATUS	PAY GRADE		MINIMUM / OVERTIME		XIMUM / /ERTIME
PRN FIREFIGHTER	N	2		10.3800		
FIREFIGHTER	N	15		9.79/14.68	15	5.23/22.84
			\$	\$ 27,000.00	\$	42,000.00
FIRE DRIVER/ENGINEER	N	16		10.88/16.32	16	5.32/24.48
			\$	30,000.00	\$	45,000.00
LIEUTENANT	N	17		12.69/19.03	18	3.14/27.21
			5	\$ 35,000.00	\$	50,000.00
SHIFT COMMANDER	N	18		14.51/21.76	2	0.68/31.01
			\$	40,000.00	\$	57,000.00
HOURLY RATES FOR PAY GRADES 15, 16	6, 17 & 18 CALC	CULATED ON 27	'56 HC	OURS ANNUALLY		
OFFICE MANAGER	EA	113		13.3900		20.0800
			\$	27,851.00	\$	41,766.00
FIRE INSPECTOR/PIO/LIEUTENANT	N	19	\$	42,000.00	\$	62,000.00
ASSISTANT CHIEF	EA	20	\$	50,000.00	\$	70,000.00
CHIEF SUPPLEMENTS	EE HAZMAT (Division of State Fire Marshall Bureau of Fire Standards & Training Certificate of Competency Required	EMT State of Florida Department of Health Division of Medical Quality Assurance Certification Required	4	60,000.00	\$	85,000.00

Employee will only be eligible for supplements at the time, and not prior to, the County Board of County Commissioners Human Resources Department receiving required State certifications as stipulated. It is the employee's responsibility to provide the required state certifications. No retro-activity pay will be paid relative to the payment of supplements.

(ANNUAL) \$750.00 \$750.00

BCC Approved 04/19/2007, Revised 11/01/2007, 12/6/2007, 5/7/2015

## BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

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## **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: April 28, 2015	Meeting Date: May 7, 2015
Name: _David Kraus, Safety Manager	Department: Central Communications
Division Manager's Signature:	he de la company
1. Nature and purpose of agend	item: To accept a donation of land from Wells Fargo Bank of 229 SW Oriole Place.
There will be no cost to the County.	
Attach any correspondence info	mation, documents and forms for action i.e., contract agreements, quote
2. Fiscal impact on current budg	t.
Is this a budgeted item?	☑ N/A
	☐ Yes Account No
	$\square$ No Please list the proposed budget amendment to fund this request
Budget Amendment Number:	
<u>FROM</u>	<u>TO</u> <u>AMOUN</u>
	For Use of County Manger Only:
	[ ] Consent Item [ ] Discussion Item

### **MEMORANDUM**

TO: Columbia County Board of County Commissioners

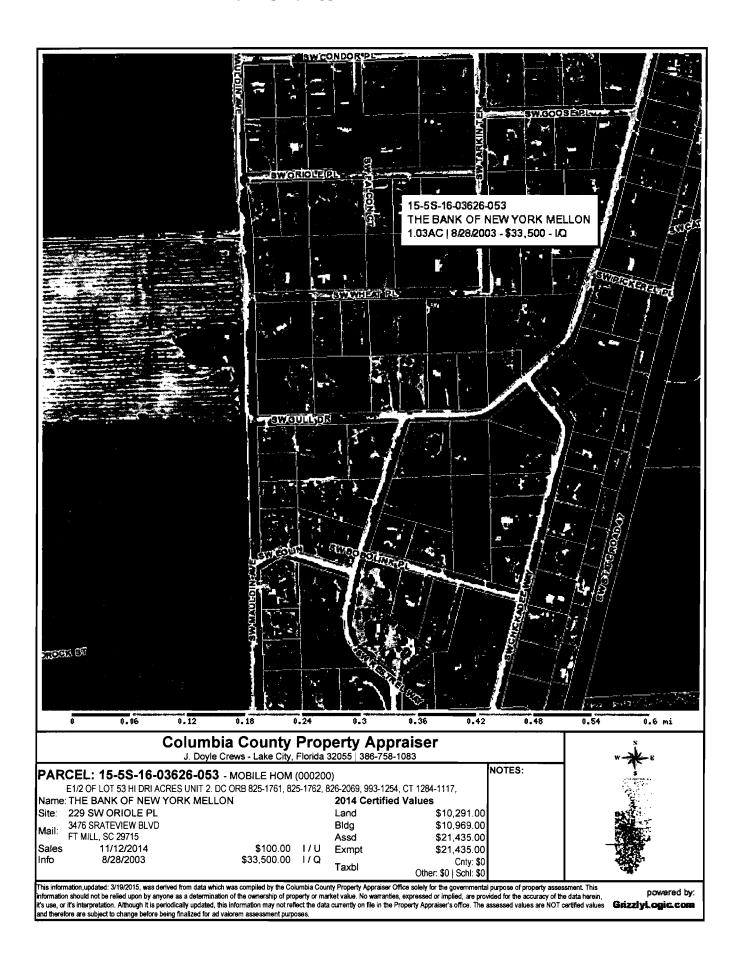
From: David Kraus, Safety Manager

Date: April 28, 2015

RE: Donation of Land – 229 SW Oriole Place

Wells Fargo Bank is requesting to donate a vacant parcel of land at 229 SW Oriole Place (#03626-053) to Columbia County. The site is 1.03 acres in the Hi Dri Acres subdivision. The former residence has been removed from the lot and it is vacant and has been maintained. The lot is not in the flood area and is level. 229 SW Oriole Place is approximately 0.5 miles from the Kirby Pit and could be held as a backup location for the County's public safety communications needs.

We are requesting the Columbia County Board of County Commissioners accept the donation of 229 SW Oriole Place from Wells Fargo Bank at no cost to the County.



### DONATION AGREEMENT

This Donation Agreement (the "Agreement") for certain real property located at **229 SW ORIOLE PL LAKE CITY, FL 32024** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 8480 Stagecoach Cir, Frederick, MD 21701 ("Donor") and **COLUMBIA COUNTY**, whose address is ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

## RECITALS

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process or by a deed in lieu of foreclosure;
- B. Donor did not originally construct any of the improvements forming part of the Property;
- C. Donor has not occupied the Property for its own use;
- D. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "as is, where is" and "with all faults" basis; and
- E. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "as is, where is" and "with all faults" basis.

## **AGREEMENT**

## 1. **DONATION**.

- 1.1 <u>Effective Date</u>. The date this Agreement is signed by both Parties shall be (the "Effective Date") of the Agreement.
- Purchase Price. The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and

Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.

- **Closing.** Donee may choose the Donor's Preferred Title Company (defined below) or any other third party.
  - (a) Upon Donee's acceptance of the Donor's offer, Donor shall provide to Donee a suggested company ("Donor's Preferred Title Company") to act as the closing agent and title company.
  - (b) If Donee selects Donor's Preferred Title Company to act as the closing agent and the title company, then Donor shall pay all costs associated with the conveyance of title to the Property, including attorneys' fees and costs, agents' fees, documentary stamp taxes and recording costs ("Closing Costs").
  - (c) If Donee selects a third party other than Donor's Preferred Title Company to act as the closing agent or the title company, then Donor shall pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.
  - (d) The Donee will notify the Donor of the title company and closing agent Donee has selected by completing the selection form attached hereto as Exhibit "B".
- 1.4 <u>Transfer</u>. Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.
- be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.
- Title and Examination. Within five (5) days from the Effective Date, Donor will order a title commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") and provide a copy to Donee upon request or on the Closing Date. Donor will provide marketable title to the Property, which shall be acceptable to Donee in its absolute discretion and as a condition and contingency to Donee's obligation to accept the Property under this Agreement.

- Taxes and Utilities. The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.8 Risk of Loss. In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.
- **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

### 2. ACKNOWLEDGMENTS AND RELEASE.

- 2.1 DONEE'S ACKNOWLEDGMENTS. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS. WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN. AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT LIMITED TO. ANY WARRANTY AS TO CONDITION. MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE **FOLLOWING MATTERS:** 
  - (a) <u>Soils, Etc.</u> Soils, seismic, hydrological, geological and topographical conditions and configurations.
  - (b) <u>Artifacts</u>. Archeological, prehistoric and historic artifacts, remains and relics.

- (c) <u>Endangered Species</u>. Endangered plant, animal and insect species.
- (d) <u>Hazardous Materials</u>. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) <u>Physical Defects</u>. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) <u>Land and Floor Area</u>. The area of the land and the square footage contained in any buildings or improvements.
- (g) <u>Utilities, Schools, Etc.</u> Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) <u>Assessment Districts</u>. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) <u>Planning and Zoning</u>. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) <u>Development Fees</u>. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) <u>Title</u>. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) <u>Taxes</u>. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

## 2.2 RELEASE.

- RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT **BUT** PROPERTY **(INCLUDING** NOT LIMITED TO UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, UNKNOWN, WHETHER KNOWN OR **FORESEEN** OR UNFORESEEN, PRESENT OR FUTURE.
- (b) <u>MEANING</u>. FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.
- (c) <u>EFFECTIVENESS</u>. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.

## 3. <u>TIME IS OF THE ESSENCE: CLOSING DATE</u>.

- 3.1 It is agreed that time is of the essence with respect to all dates specified in this Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.
- 3.2 The closing shall take place on or before MAY 29, 2015 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and Donee or extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the title company of Donee's choice, Donor's attorney or Donee's attorney, or at a place so designated and approved by Donor, unless otherwise

required by applicable law. If the closing does not occur by the date specified in this Section or in any extension, this Agreement is automatically terminated.

## 4. **GENERAL PROVISIONS.**

- **Entire Agreement**. This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- **Partial Invalidity**. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- **Governing Law**. The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- **Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing

the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- 4.10 No Presumption. All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.
- Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section

	Address:
	<del></del>
	<del></del>
If to the Donor: (	Owner

If to the Donee: **COLUMBIA COUNTY** 

1 Home Campus Des Moines, Iowa 50328-0001

Attention: Emmeline Quinde, MAC# X2301-049

Fax Number: 1-877-836-9127

Emmeline.Quinde@wellsfargo.com

**4.12 Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

## DONEE:

## **COLUMBIA COUNTY**

Signature:	 	 _
Print Name:		
Title:		
Date:		
DONOR:		
OWNER		
Signature:		
Print Name:		
Title:		
Data		

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## **EXHIBIT "A"**

## **PROPERTY ADDRESS:**

229 SW ORIOLE PL LAKE CITY, FL 32024

## **LEGAL DESCRIPTION:**

All that certain parcel of land situate in the County of Columbia, State of Florida, described as follows:

The E 1/2 of Lot 53, Hi-Dri Acres, Unit 2, a subdivision according to the plat thereof recorded in Plat Book 4, Pages 9 and 9A, Public Records of Columbia County, Florida.

## **TAX PARCEL NO:**

Tax ID: 15-5S-16-03626-053

**EXHIBIT "B"**Donee's Closing Agent

## Please select ONE of the following options for closing:

**DONEE: COLUMBIA COUNTY** 

Phone: Email:

# 18

## **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: April 29, 2015	Meeting Date: May 7, 2015
Name: Kevin Kirby	
Division Manager's Signature:	_///}
1. Nature and purpose of agenda	item: Approve FDOT reimbursement agreement for widening and resurfacing of
Callahan Rd Resolution	-2015R-3
,	
Attach any correspondence info memorandums, etc.	mation, documents and forms for action i.e., contract agreements, quotes,
2. Fiscal impact on current budg	t.
Is this a budgeted item?	□ N/A
	✓ Yes Account No. acct. # not set up yet
	$\square$ No Please list the proposed budget amendment to fund this request
Budget Amendment Number:	
FROM	<u>TO</u> <u>AMOUNT</u>
	For Use of County Manger Only:
	[ ] Consent Item [ ] Discussion Item

Florida Statutes: 334.044(7)

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT

850-035-01
PAVEMENT MANAGEMENT
OGC - 02/15
Page 1 of 18

Financial Project No: <u>437006-1-54-01</u>	Vendor No.: <u>F596000564005</u>
Contract No	CSFA No. and Title: 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)
	<del></del>

## STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM AGREEMENT

This Small County Outreach Program Agreement ("Agreement") is entered into this day of
, between the State of Florida, Department of Transportation ("Department") and Columbia
County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as
a "Party" and collectively as the "Parties."

### **RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

- 1. The recitals set forth above are incorporated by this reference in this Agreement.
- 2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
- 3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through 12/31/2017. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before  $\frac{10/1/2015}{2015}$ , and design plans to be completed by  $\frac{06}{30}$ .
  - b. Actual Construction shall begin no later than 12/31/2016, and be completed by 12/31/2017.
- 4. The Department will participate in a maximum of 100% of the actual total project costs up to \$Nine hundred five thousand, eight hundred twenty seven dollars (\$905,827) (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 437006-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit

- "A". Any changes to the deliverables shall require written approval in advance by the Department.
- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing The retainage shall be withheld until the Recipient resolves the period. deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a

delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- 1. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- 5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this

Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the certification Department of exemption FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97. Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

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

Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

## Email: <u>flaudgen localgovt@aud.state.fl.us</u>

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(1), Florida Statutes.
- viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

- 7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
- 8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project.
- 9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
- 10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
  - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly

provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

- 11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
- 13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
- 14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient following indemnification in agrees include the all contracts contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

"To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law, the Recipient's consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage

insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

- 18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- 19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
- 20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- 21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
- 22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

TO RECIPIENT:

Florida Department of Transportation

Chad Williams, County Engineer

Kim Evans, District Local Programs

Programs Columbia

Administrator

1109 South Marion Avenue Lake City, Florida 32025 Post Office Drawer 1529 Lake City, Florida 32056

Attention: Project Manager Copy: District Chief Counsel

- 23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 24. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
- 25. This Agreement shall not be construed to grant any third party rights.
- 26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
- 28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- 29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
- 30. Time is of the essence as to each and every obligation under this Agreement.
- 31. The Department and the Recipient acknowledge and agree to the following:

- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
- 32. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

COLUMBIA COUNTY	STATE OF FLORIDA
(Name of RECIPIENT)	DEPARTMENT OF TRANSPORTATION
BY:	BY:
Title:	Title:
	Attest:
Print Name	
	Date:
Attest:	Legal Review:
Title:	
Print Name	See attached encumbrance form for date of fundir approval by Comptroller
Recipient's Legal Review	
Print Name	<del></del>

## **EXHIBIT "A"**

## SCOPE OF SERVICES AND

### **DELIVERABLES**

The project consists of the Design, Construction and Construction Engineering Inspection for the widening and resurfacing of SW Callahan Avenue from Hope Henry Road to SR 247 in Columbia County, Florida as follows:

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

### **AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send a preliminary schedule from the selected contractor, once available.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed \$905,827.00

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

#### **EXHIBIT "B"**

#### **METHOD OF COMPENSATION**

#### FINANCIAL PROJECT NO.<u>437006-1-54-01</u>

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

#### Columbia County, Florida

referenced by the above Financial Project Number.

#### Schedule of Funding:

	FY <u>2015</u>	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$905,827.00	\$	\$	\$
Design	\$	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$	\$	\$	\$
CEI	\$	\$	\$	\$
H. DADTICIDATION				
II. PARTICIPATION:				_
Maximum Department Participation	(100%) or	(100%) or	(100%) or	(%) or
-	\$905,827.00	\$	\$	\$
Local Participation	(0%) or	(0%) or	(0%) or	(0%) or
-	\$	\$	\$	\$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$905,827.00	\$	\$	\$

Please submit  $\underline{1}$  (insert no. of invoices required) copies of invoice(s) to the following address: kimberly.evans@dot.state.fl.us

#### **EXHIBIT "C"**

#### STATE FINANCIAL ASSISTANCE

## STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

#### **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Awarding Agency: Florida Department of Transportation

State Project Title: Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

**CSFA Number:** 55.009 **Award Amount:** 905,827.00

Specific information for CSFA Number 55.009 is provided at:

https://apps.fldfs.com/fsaa/searchCatalog.aspx

#### <u>COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED</u> <u>PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:</u>

Compliance requirements for CSFA Number 55.009 are provided at: <a href="https://apps.fldfs.com/fsaa/searchCompliance.aspx">https://apps.fldfs.com/fsaa/searchCompliance.aspx</a>

# EXHIBIT "D" NOTICE OF COMPLETION

#### SMALL COUNTY OUTREACH PROGRAM

Between

#### THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

#### **COLUMBIA COUNTY** RECIPIENT

PROJECT DESCRIPTION: widening and resurfacing of SW Callahan Avenue from Hope Henry Road to SR 247
FINANCIAL PROJECT NUMBER: 437006-1-54-01
In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of
By:
Name:
Title:

## COLUMBIA COUNTY, FLORIDA RESOLUTION NO. 2015R-3

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA APPROVING STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH COLUMBIA COUNTY, FLORIDA TO WIDEN AND RESURFACE SW CALLAHAN AVENUE FROM HOPE HENRY ROAD TO SR 247, IN COLUMBIA COUNTY, FLORIDA.

WHEREAS, Columbia County has the authority to enter into a Construction and Maintenance Agreement with the State of Florida, Department of Transportation, ("Department"); and WHEREAS, Columbia County believes it is in the best interest to facilitate the widening and resurfacing of SW Callahan Avenue from Hope Henry Road to SR 247 in Columbia County Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 437006-1-54-01.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, as follows:

Section 1. Columbia County, Florida by and through its Board of County

Commissioners, approves the State of Florida, Department of Transportation,

Reimbursement Agreement as to Financial Project ID No. 437006-1-54-01, a copy of which is attached hereto and made a part hereof.

<u>Section 2.</u> The Chairman of the Board of County Commissioners, together with any other appropriate County officials, are authorized to execute the agreement on behalf of Columbia County, Florida.

# UNANIMOUSLY PASSED AND ADOPTED by the Board of County Commissioners of Columbia County, Florida, at its regular session on MAY 7, 2015 BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA BY: Rusty DePratter, Chairman ATTEST: P. DeWitt Cason, Clerk of Court

(SEAL)

#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: <u>4/22/15</u>	Meeting Date: <u>5/7/15</u>	
Name: Ray Hill	Department: Purchasing	
Division Manager's Signature: _	from Sut	_
1. Nature and purpose of agend	da item: Approve Annual Limerock Bid #2015-E to low	bidder Beaver Bulk, Inc.
Attach any correspondence informemorandums, etc.	ormation, documents and forms for action i.e	e., contract agreements, quotes
2. Fiscal impact on current bud	get.	
Is this a budgeted item?	✓ N/A  Yes Account No. 10/.4230  No Please list the proposed budget am	
Budget Amendment Number:_		
FROM	<u>TO</u>	AMOUNT

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

District No. 1 - Ronald Williams

District No. 2 - Rusty DePratter

District No. 3 - Bucky Nash

District No. 4 - Everett Phillips

District No. 5 - Scarlet P. Frisina



Memo

**Date:** 4/22/15

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Bid Award 2015-E, Annual Limerock

I have reviewed the bids received for this project along with Kevin Kirby Operations Director. It is our recommendation that this bid be awarded to the low bidder Beaver Bulk, Inc.

Attached is the bid tabulation along with the proposed contract for your review.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M. AND THIRD THURSDAY AT 5:30 P.M.

## **Columbia County Board of County Commissioners**

**Annual Limerock** 

Bid Opening 4/21/2015

Company Name	Per Ton  F. O. B. Limerock Pit	Per Ton F. O. B. Public Works Yard Lake City	Per Ton F. O. B. Public Works Yard Ft. White/ Ellisville
Beaver Bulk, Inc.	\$5.25	\$11.00	\$9.25
Pritchett Trucking, Inc.	\$5.90	\$11.65	\$10.15

Beaver Bulk Inc.

#### COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BID FORM FOR: ANNUAL LIMEROCK CONTRACT

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 11:00 A.M., on April 21, 2015, in a sealed envelope, plainly marked: "Sealed Bid For: Annual Limerock Contract" and the name of the firm submitting bid.

Bids will be opened in the Office of the Board of County Commissioners at 11:00 A.M., on April 21, 2015.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

#### **BID PRICES**

F.O.B. LIMEROCK PIT PICKED UP by	\$ 5.25 TON
F.O.B. LIMEROCK PIT PICKED UP by  County Trucks.  F.O.B. DELIVERED TO PUBLIC WORKS TOTAL  DEPARTMENT, COLUMBIA COUNTY* PERIODE	+ a - (Elliquile + FI White)
F.O.B. DELIVERED TO PUBLIC WORKS	of the constitution
LOCATION OF LIMEROCK PIT** 5512	260th Place
OBRIEN FL 32071	

#### CERTIFICATION PAGE BID NO. 2015-E ANNUAL LIMEROCK CONTRACT

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: BEAVER BUIK, INCOATE: 4/20/15
ADDRESS: P.O. BOX 417 LIVE Oak, FL 32004
PHONE NO: 386-362-1185
SIGNATURE: Sear
PRINT NAME/TITLE: SUSAN BEAUER / President

#### BID FORM 2015-E COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BID FORM FOR: ANNUAL LIMEROCK CONTRACT

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 11:00 A.M., on April 21, 2015, in a sealed envelope, plainly marked: "Sealed Bid For: Annual Limerock Contract" and the name of the firm submitting bid.

Bids will be opened in the Office of the Board of County Commissioners at 11:00 A.M., on April 21, 2015.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

#### **BID PRICES**

F.O.B. LIMEROCK PIT	\$_	<u>5.90</u>	TON
F.O.B. DELIVERED TO PUBLIC WORKS DEPARTMENT, COLUMBIA COUNTY*	\$_	11.65	TON
LOCATION OF LIMEROCK PIT** 198TH TERRA	ACE,	HIGH SPRINGS,	FLORIDA
( ELLISVILLE & FT. WHITE - \$10.15)			

#### CERTIFICATION PAGE BID NO. 2015-E ANNUAL LIMEROCK CONTRACT

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY:	PRITCHETT	TRUCKING, INC	<u>.                                    </u>	DATE: _	APRIL 20,	2015
ADDRESS:	РО ВОХ 31	1 LAKE B	UTLER, FL	32054		
PHONE NO	:800-80	8-3402	_			· ·
SIGNATUR	E: Sett	J.Em				<del></del>
DDINIT NIAN	AE/TITI E	BETTY J. ELIX	SON SALE	S REPRE	SENTATIVE	

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#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/30/2015	Meeting Date: _5/7/2015	
Name: Ray Hill	Department: Purchasing	
Division Manager's Signature:	Ben Sur	
1. Nature and purpose of agenda	item: Contract and bid award to John C. Hipp, low bidder, b	oid #2015-4, SW Mary Ethel
SW Cardinal and SW Forest Lawn resur	facing	
Attach any correspondence info memorandums, etc.	mation, documents and forms for action i.e., conf	tract agreements, quotes,
2. Fiscal impact on current budg	et.	
Is this a budgeted item?	□ N/A	
	✓ Yes Account No. <u>30380825416063</u>	<del></del>
	☐ No Please list the proposed budget amendme	ent to fund this request
Budget Amendment Number:		
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
	For Use of County Manger Only:	

[ ] Consent Item [ ] Discussion Item

District No. 1 - Ronald Williams

District No. 2 - Rusty DePratter

District No. 3 - Bucky Nash

District No. 4 - Everett Phillips

District No. 5 - Scarlet P. Frisina



#### BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

**Date:** 4/30/15

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Bid Award 2015-4, SW Mary Ethel, SW Cardinal, and SW Forest

Lawn Resurfacing

I have reviewed the bids received for this project along with Kevin Kirby and Chad Williams of the Public Works Department. It is our recommendation that this bid be awarded to the low bidder John C. Hipp Construction Co., Inc. They are the low bidder.

Attached is the bid tabulation along with the proposed contract for your review.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M. AND THIRD THURSDAY AT 5:30 P.M.

## **Columbia County Board of County Commissioners**

SW Mary Ethel/Cardinal/Forest Lawn

Bid Opening 4/28/2015

Company Name	Amount
John C. Hipp	\$151,832.00
C. A. Boone	\$193,000.00
Anderson Columbia	\$173,840.33

# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS PROJECT NUMBER 2015-04 SW MARY ETHEL LN, SW CARDINAL PL, & SW FOREST LAWN WAY ROADWAY RESURFACING

#### **BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 12.64500	\$ 12.64500
2	Maintenance of Traffic	LS	1	\$ 8.8620	
3	Asphalt Concrete, Leveling 75 lb/sy	TN	175		\$ 18,025°°
4	Asphalt Concrete, Surface 135 lb/sy	TN	800	\$ 10300	\$ 82.400
5	Borrow Material	CY	300	\$ 1.00	\$ 30000
6	Sod, 30" Strip	SY	3,000	\$ 1.00	\$ 3,00000
7	Pavement Markings (Painted & Thernoplastic)	LS	1	\$ 13,600	\$ 13.60000
8	Asphalt Speed Humps	EA	2	\$ 1,5000	\$ 3.000
9	Intersection Widening	LS	1	\$10,000	5 10,000

10 ML 19/5/, 0.52	TOTAL	A 151 020 00
	UIAL	\$151,832 00

#### **PAY ITEM NOTES**

<u>Item 2 MOT</u> - Includes all elements required for M.O.T. and includes temporary centerline delineation and stop bars placed at all non working times. This item should also include cost to clip and clean edge of pavement prior to resurfacing as directed by the engineer.

Item 3. Asphalt Concrete, Leveling 75 lb/sy – as required to provide level surface as directed by Engineer and shall also include cleaning and tacking existing asphalt at .06 gal/sy.

Item 5. Borrow Material — includes cost to deliver and spread suitable material as directed by the engineer. Item 7. Painted Pavement Markings - shall include stop bars at all stop conditions and double yellow centerline striping on SW Forest Lawn Way and SW Mary Ethel (2 coats each). Special markings and stop bar required on SW Forest Lawn Way at the intersection of US 441 SHALL be Thermoplastic

Item 8, Asphalt Concrete, Speed Hump - see attached detail for dimensions. To be placed on SW Cardinal Place.

Item 9. Intersection Widening- Includes cost to widen intersection with 8" stabilized subgrade, 8" limerock base, 1 ½" of asphalt (structural), and 1 ½" asphalt (surface) on SW Forest Lawn Way. Also includes cost to extend 18" concrete pipe (round) 8' long and place concrete M.E.S. per FDOT standards.

#### ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

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

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

FIRM JOHN C. Hips Constitution Equipment Co., The (Seed)

Provident

TITEST

Difference of the provident of

John C. Hipp
Construction Equipment Co., Inc.
455 SW MARYNICK DR.
HIGH SPRINGS. FL. 32643

#### COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

# PROJECT NUMBER 2015-04 SW MARY ETHEL LN, SW CARDINAL PL, & SW FOREST LAWN WAY ROADWAY RESURFACING

#### **BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$12 500	\$ 12,500
2	Maintenance of Traffic	LS	1	\$ 12,375	\$ 12.375
3	Asphalt Concrete, Leveling 75 lb/sy	TN	175	\$ 115.00	\$ 20.125
4	Asphalt Concrete, Surface 135 lb/sy	TN	800	\$ 115.00	\$ 92,000
5	Borrow Material	CY	300	\$ 10.00	\$ 3,000
6	Sod, 30" Strip	SY	3,000	\$ 4.00	\$ 12.000
7	Pavement Markings (Painted & Themoplastic)	LS	1	\$ 14,000	\$ 14,000
8	Asphalt Speed Humps	EA	2	\$ 1500.00	\$ 3.000
9	Intersection Widening	LS	1	000,4£¢	\$ 24,000

TOTAL \$193,000

#### PAY ITEM NOTES

<u>Item 2 MOT -</u> Includes all elements required for M.O.T. and includes temporary centerline delineation and stop bars placed at all non working times. This item should also include cost to clip and clean edge of pavement prior to resurfacing as directed by the engineer.

<u>Item 3, Asphalt Concrete, Leveling 75 lb/sy</u> – as required to provide level surface as directed by Engineer and shall also include cleaning and tacking existing asphalt at .06 gal/sy.

<u>Item 5. Borrow Material</u> — includes cost to deliver and spread suitable material as directed by the engineer. <u>Item 7. Painted Pavement Markings</u> - shall include stop bars at all stop conditions and double yellow centerline striping on SW Forest Lawn Way and SW Mary Ethel (2 coats each). Special markings and stop bar required on SW Forest Lawn Way at the intersection of US 441 SHALL be Thermoplastic

<u>Item 8. Asphalt Concrete, Speed Hump</u> – see attached detail for dimensions. To be placed on SW Cardinal Place.

**Item 9. Intersectioin Widening-** Includes cost to widen intersection with 8" stabilized subgrade, 8" limerock base, 1 ½" of asphalt (structural), and 1 ½" asphalt (surface) on SW Forest Lawn Way. Also includes cost to extend 18" concrete pipe (round) 8' long and place concrete M.E.S. per FDOT standards.

#### ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE I

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

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS

ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH TEMPLIFICATION.

FIRM CABONE CONSTRUCTION In C

(Seal)

ATTEST

Sherry Fort Secretary

#### **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

## PROJECT NUMBER 2015-04 SW MARY ETHEL LN, SW CARDINAL PL, & SW FOREST LAWN WAY ROADWAY RESURFACING

#### **BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	U	NIT PRICE		TOTAL
1	Mobilization	LS	1	\$	16,407.07	\$	16,407.07
2	Maintenance of Traffic	LS	1	\$	18,835.25	\$	18,835.25
3	Asphalt Concrete, Leveling 75 lb/sy	TN	175	\$	108.46	\$	18,980.50
4	Asphalt Concrete, Surface 135 lb/sy	TN	800	\$	91.45	\$	73,160.00
5	Borrow Material	CY	300	\$	16.04	\$	4,812.00
6	Sod, 30" Strip	SY	3,000	\$	2.52	\$	7,560.00
7	Pavement Markings (Painted & Themoplastic)	LS	1	\$	14,529.52	\$	14,529.52
8	Asphalt Speed Humps	EA	_2	\$	2,870.52	φ.	5,741.04
9	Intersection Widening	LS	1	\$	13,815.05	\$	13,815.05

TOTAL	- \$	173,840.43

#### PAY ITEM NOTES

<u>Item 2 MOT - Includes all elements required for M.O.T.</u> and includes temporary centerline delineation and stop bars placed at all non working times. This item should also include cost to clip and clean edge of pavement prior to resurfacing as directed by the engineer.

Item 3, Asphalt Concrete, Leveling 75 lb/sy – as required to provide level surface as directed by Engineer and shall also include cleaning and tacking existing asphalt at .06 gal/sy.

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<u>Item 8, Asphalt Concrete, Speed Hump</u> – see attached detail for dimensions. To be placed on SW Cardinal Place.

<u>Item 9, Intersection Widening</u>- Includes cost to widen intersection with 8" stabilized subgrade, 8" limerock base, 1 ½" of asphalt (structural), and 1 ½" asphalt (surface) on SW Forest Lawn Way. Also includes cost to extend 18" concrete pipe (round) 8' long and place concrete M.E.S. per FDOT standards.

#### ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

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

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

FIRM	Anderson Columbia Co., Inc	(Seal)	
BY	E. Tony Williams Jr., Vice President	-	
ATTEST	Yas Add I		
	Karyl L. Howell Withess		CORID

#### **COLUMBIA COUNTY, FLORIDA**

#### ROADWAY CONSTRUCTION CONTRACT

SW Mary Ethel Lane, SW Cardinal Place, & SW Forest Lawn Way - Roadway
Resurfacing

Roadway Resurfacing

THIS AGREEMENT is entered in and effective as of the day of
, 2015, by and between COLUMBIA COUNTY, FLORIDA, ("County")
with its principal place of business located at 135 NE Hernando Avenue, Lake City,
Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida
32056-1529, <u>AND</u> , JOHN C. HIPP CONSTRUCTION EQUIPMENT CO., INC. a
Florida corporation, ("Contractor"), whose mailing address is 455 SW Marynick Drive,
High Springs, FL. 32643 its successors and assigns.

WHEREAS, County has accepted the bid proposal of Contractor for the Roadway Resurfacing of SW Mary Ethel Lane, SW Cardinal Place, & SW Forest Lawn Way - Roadway Resurfacing, Columbia County Project No. 2015-04 (herein "the project"); and

WHEREAS, the parties wish to memorialize the County's acceptance of Contractor's bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

- 1. **RECITALS**: The recitals set forth herein are true and correct.
- 2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

- 3. <u>CONTRACT PRICE</u>: The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of **ONE HUNDRED**, **FIFTY ONE THOUSAND**, **EIGHT HUNDRED**, **THIRTY TWO and 00/100** (\$151,832.00) **DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.
- 4. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.
- 5. <u>INSPECTION AND TESTING</u>: All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.
- 6. <u>DEVIATIONS AND SUBSTITUTIONS</u>: Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and hold the County harmless from claims for additional costs.
- 7. **TIME IS OF THE ESSENCE**: Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. <u>TIME EXTENSION</u>: Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or

availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

#### 9. **PAYMENT TERMS**:

- a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.
- b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.
- c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.
- 10. **RETENTION**: Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.
- 11. **GROUNDS FOR WITHHOLDING PAYMENT/NOTIFICATION**: The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such payments have been made.
- d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.
- e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.
  - f. Contractor is not satisfactorily prosecuting the work of this agreement.
- g. A petition for bankruptcy or reorganization has been filed by or against Contractor.
- h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

- 12. **JOINT PAYMENT**: The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.
- this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney

from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

#### 14. PAYMENT AND PERFORMANCE GUARANTEES:

a. As a condition precedent to the award of this contract agreement to Contractor by

County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

- b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.
- 15. **INSURANCE**: Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:
  - a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.
  - b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.
  - c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.
    - d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

- e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.
  - g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

#### 16. **INDEMNIFICATION**:

- a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.
- b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:
  - (1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
  - (2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
  - (3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

- (4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.
- c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).
- d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.
- the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

#### 18. ACCESS TO BOOKS AND RECORDS:

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this

agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

- b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.
- 19. **CHANGES AND EXTRA WORK**: Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.
  - (a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.
  - (b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.
  - (c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.
  - (d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.
- 20. **CONTRACTOR/COUNTY DISPUTES**: In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

- a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.
- b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.
- c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

#### 21. **DEFAULT AND TERMINATION**:

Termination for Cause: If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of

future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

- Other Remedies for Default Other Than Termination: Should Contractor (a) b. fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.
- c. <u>Remedies Cumulative</u>: No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### 22. MISCELLANEOUS:

- a. <u>Legal fees</u>: If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.
  - b. Notices: All notices, consents, requests or other communications hereunder

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shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

- c. <u>Severability</u>: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- d. <u>Non-Waiver</u>: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.
- e. <u>Right of Assignment</u>: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.
- f. <u>Information Required by Owner</u>: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.
- g. <u>Venue</u>: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered in the presence of:	COLUMBIA COUNTY, FLORIDA
•	By
Witness	Rusty DePratter, Chairman Board of County Commissioners
Print or type name	
	ATTEST:
Witness	P. DeWitt Cason, Clerk o Court
Print or type name	(SEAL)
STATE OF FLORIDA COUNTY OF COLUMBIA	
, 2015, by Rusty DePratter	cknowledged before me this day of r, as Chairman, of the <b>BOARD OF COUNTY A COUNTY, FLORIDA</b> , on behalf of the Board,
	Notary Public, State of Florida
(NOTARIAL SEAL)	My Commission Expires:

Signed, sealed and delivered	
in the presence of:	JOHN C. HIPP CONSTRUCTION CO., INC.
Witness	
	Ву
Print or type name	Print
	Title
Witness	
Print or type name	
	(COMPANY SEAL)
STATE OF FLORIDA	
COUNTY OF COLUMBIA	
	was acknowledged before me this day of , as the
of JOHN C. HIPP CONSTRUC	CTION EQUIPMENT CO., INC., a Florida
	poration, who is personally known to me or who
has produced a Florida driver's li	cense as identification.
(NOTARIAL SEAL)	Notary Public, State of Florida
	My Commission Expires:

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#### **BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: <u>04/30/2015</u>	<del>_</del>	Meeting Date: <u>05/07/2015</u>
Name: Ben Scott		Department: BCC Administration
Division Manager's Signature: _	Ren	Suo
1. Nature and purpose of agend	da item: <u>Columbia Hig</u>	gh School is Requesting Approval of Fireworks Display to be
held at the Graduation Ceremony for 2	015 CHS Students	
Attach any correspondence info memorandums, etc.	ormation, documen	nts and forms for action i.e., contract agreements, quote
2. Fiscal impact on current budg	get.	
Is this a budgeted item?	✓ N/A	
	☐ Yes Account	No
	☐ No Please list	t the proposed budget amendment to fund this request
Budget Amendment Number:		<del></del>
FROM		TO AMOUNT
	For Use of Co	ounty Manger Only:

[ ] Consent Item [ ] Discussion Item

April 24, 2015

Mary Couey President Columbia High School Senior Parent Organization Class of 2015 469 SE Fighting Tiger Drive Lake City, FL 32055

Firework Permit:

Dear Columbia County Board of County Commissioners,

The Class of 201Parent Organization is asking for approval of fireworks display to be held following the graduation ceremony at Columbia High Tiger Stadium on Friday, May 22, 2015. We will be using DragonWorks, Professional Fireworks Displays Unlimited from Homosassa, FL.

If I may be further assistance in this matter, please contact me at (386)758-9639.

Sincerely,

**Mary Couey** 

Cc: Fred Partin

fredpartin@tampabay.rr.com

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#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

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Today's Date: <u>4/30/15</u>	Meeting Date:
Name: Ben Scott	Department: Administration
Division Manager's Signature:	Ben Scut
1. Nature and purpose of agenda	item: Sports Advisory Council recommendation to place netting at the soccer
complex in lieu of fencing. There will be	n additional cost of approximately \$15,000. This will be paid from current cost savings,
no additional funds will be budgeted.	
Attach any correspondence informemorandums, etc.	nation, documents and forms for action i.e., contract agreements, quotes
2. Fiscal impact on current budge	
Is this a budgeted item?	□ N/A
	✓ Yes Account No. <u>001-9041-572.60-63</u>
	$\square$ No Please list the proposed budget amendment to fund this request
Budget Amendment Number:	
FROM	<u>TO</u> <u>AMOUNT</u>
	For Use of County Manger Only:
	1 Consent Item 1 Discussion Item

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#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: <u>4/30/15</u>	Meeting Date: <u>5/7/15</u>			
Name: Ben Scott	Department: Administration			
Division Manager's Signature:				
1. Nature and purpose of agend	item: Hiring of Assistant County Manager.			
Attach any correspondence info memorandums, etc.	mation, documents and forms for action i.e., contract agreements, quo	tes,		
2. Fiscal impact on current budg	et.			
Is this a budgeted item?	□ N/A			
	✓ Yes Account No. <u>001.1000.511.1012</u>			
	$\square$ No Please list the proposed budget amendment to fund this reques	t		
Budget Amendment Number:				
FROM	<u>TO</u> <u>AMOU</u>	<u>NT</u>		
	For Use of County Manger Only:			
	[ ] Consent Item [ ] Discussion Item			

District No. 1 - Ronald Williams District No. 2 - Rusty DePratter District No. 3 - Bucky Nash District No. 4 - Everett Phillips District No. 5 - Scarlet P. Frisina



#### BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

MEMORANDUM

Date: 4/30/2015

To: Board of County Commissioners

From: Ben Scott, Assistant County Manager Ren & Control

RE: Assistant County Manager

I have completed the recruiting process for the new Assistant County Manager and would like to offer the position to Scott Ward. I would like to offer him an annual salary of \$95,000 along with the other benefits provided to all county employees. This salary is within the amount currently budgeted for this position.

His salary and benefits from June 2015 through September 2015 will be \$31,193. This amount is available in the current year budget; therefore no additional funding will be required.

#### **BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

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#### **AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: <u>04/24/2015</u>		Meeting Date: 05	/07/2015			
Name: Ben Scott		Department: BCC Administration				
Division Manager's Signature: _	Gen	Sux				
1. Nature and purpose of agend	da item: <u>Approval of A</u>	April 16, 2015 BCC Meet	ng Minutes			
Attach any correspondence info	ormation, documen	its and forms for ac	tion i.e., contract agree	ements, quotes		
memorandums, etc.	·		, <b>.</b>	, <b>,</b>		
2. Fiscal impact on current budg	get.					
Is this a budgeted item?	✓ N/A					
	☐ Yes Account	No				
	☐ No Please list	the proposed bud	get amendment to fund	I this request		
Budget Amendment Number:		_				
<u>FROM</u>		<u>TO</u>		<u>AMOUNT</u>		

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item



## Minutes of April 16, 2015

The Columbia County Board of County Commissioners met in a regular meeting at the auditorium of the School Board Administrative Complex at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Rusty DePratter, Scarlet Frisina,

Ronald Williams, Bucky Nash and Everett

Phillips.

Others in Attendance: County Manager Dale Williams ("CM")

Assistant County Manager Ben Scott ("ACM")

Safety Manager David Kraus ("SM")
Operations Manager Kevin Kirby ("OM")

County Attorney Joel Foreman Deputy Clerk Katrina Vercher

#### Consent Agenda:

- (1) External Budget Amendment Operations Department BA # 15-44 Transfer Monies from Baseball Tournament Revenue to Replace Privacy Slats/Windscreen on Fencing at Baseball Fields \$6,200.00
- (2) External Budget Amendment Operations Department BA # 15-45 Completion of Ellisville Wastewater Treatment Facility \$789,563.00
- (3) Purchasing Bid Award No. 2015-A Annual Fencing North Florida Fence Company, Inc.
- (4) Operations Department Request for Roadside Memorial Maker Debra Ann Casper, Deceased SE Ebenezer
- (5) Operations Department Declaration of Surplus Property County ID # 12209 2003 Dump Truck
- (6) Operations Department Requesting to Apply Incentive Pay Previously Established for Mosquito Spray Workers to Seasonal Employees of Landscape and Parks Department
- (7) Operations Department Utility Permit Comcast/FCCG Racetrack Road
- (8) Operations Department Requesting Approval of SCRAP, SCOP and CIGP Projects (see the attached letter)

- (9) Emergency Management Requesting Approval to Modify the Scope of Work for the Sparr Road/Beth Lane Hazard Mitigation Grant Program (HMGP) Project – No Budgetary Impact
- (10) Purchasing Award CARC Bid No. 2015-B Sub Recipient for the Neighborhood Stabilization Program
- (11) Purchasing Bid Award No 2015-3 John C. Hipp Construction Company, Inc. Melrose Park Resurfacing Road Project \$154,286.00
- (12) TDC Requesting Approval for Clear Channel Contract Billboard Vinyl Sign \$806.00
- (13) BCC Administration Acceptance and Purchase of Utility Easement from Gary Brown Ellisville Waste Water Treatment Facility \$3,600.00
- (14) BCC Administration Requesting Approval of Settlement Agreement Parcel 102 Bishop Road \$50,000
- (15) BCC Administration Minute Approval Board of County Commissioners March 19, 2015
- (16) BCC Administration Minute Approval Board of County Commissioners April 2, 2015

Regarding item #3, the Commission discussed the need for time frames. Upon further discussion, item #3 was pulled from consent agenda and added to the discussion items.

Item # 3 the fencing contract was pulled from consent agenda and added to the discussion items.

MOTION by Commissioner Frisina to approve the consent agenda. SECOND by Commissioner Williams. The motion carried unanimously.

#### Agenda Additions/Deletions

#### Additions:

- (1) Approval of Purchase of 282 NW Bonita Way, Part of the FEMA Hazardous Mitigation Program \$42,000
- (2) City of Lake City's Loan Request of \$1,000,000 for Blanche Hotel Redevelopment Project (pulled)

- (3) Approval of Bid No. 2015-C; Sale of Mobile Homes to Florida Wholesale Homes
- (4) Former Consent Agenda Item #3

Deletions: None

MOTION by Commissioner Frisina to approve agenda as amended. SECOND by Commissioner Phillips. The motion carried unanimously.

#### Proclamation No. 2015P-5

Commissioner Frisina read the Proclamation designating April 16, 2015, as National Healthcare Decisions Day for Hospice of Citrus and the Nature Coast.

MOTION by Commissioner Frisina to approve Proclamation 2015P-5. SECOND by Commissioner Phillips. The motion carried unanimously.

#### Local Jobs Happen

A video produced by the Florida Association of Counties titled "<u>Local Jobs Happen</u>" was previewed which addressed economic development.

#### **Building & Zoning**

Regular Land use Amendment to Comprehensive Plan (1st hearing)

CPA 0213-Price Creek, LLC, to Amend the Future Land Use Plan Map of the Comprehensive Plan by Changing the Future Land Use Classification from RESIDENTIAL, VERY LOW DENSITY TO INDUSTRIAL. - District 4- Commissioner Phillips [Ordinance No. 2015-1]

The public hearing opened.

Richard Cole, owner of Price Creek, LLC spoke in favor of the amendment.

Citizen Stewart Lilker spoke in opposition of changing this or any land use from residential, very low density to industrial.

The following citizens owning property in the area spoke in opposition of the amendment:

Timothy Charron Robert Culotti William Nettles Wendell Feagle

The public hearing closed.

There was discussion among the commissioners.

MOTION by Commissioner Phillips to deny approval of CPA 0213-Price Creek, LLC. SECOND by Commissioner Frisina.

Discussion continued.

Chairman called for a vote.

The motion carried by a vote of 3 to 2 with Commissioners Williams and Nash voting against.

#### **Public Comment Discussion and Action Items:**

Citizen Stewart Lilker commented on the purchasing thresholds.

#### **Discussion and Action Items:**

#### Economic Development Project Negotiation Policy

Staff recommended the approval of the attached Economic Development Project Negotiation Policy with added verbiage as it relates to this policy and it being a public record. This policy will aid in expediting the negotiation process with potential business partners.

MOTION by Commissioner Williams to approve the policy with additional verbiage. SECOND by Commissioner Nash. The motion carried unanimously.

#### Purchasing Thresholds

Staff requests changes to the current policy which provides purchasing order thresholds that would be more in line with other governmental bodies in Columbia County. (See attached memo)

Discussion ensued.

MOTION by Commissioner Nash to change the thresholds to \$0 - \$1,000 No Quotes; \$1,001 - \$2,500=no quotes, but approval by division manager would be required; \$2,501-\$10,000= 3 phone quotes; \$10,001 - \$25,000= 3 written quotes; Over \$25,001 requires sealed bids. SECOND by Commissioner Williams. The motion carried unanimously.

#### Change to Insurance Committee

Staff proposed downsizing the current Insurance Committee. Over the last few years the committee has grown to approximately thirty members. Staff would like to

recommend the committee be comprised of two representatives from the Board of County Commissioners' Office and the Sherriff's Office, and one representative from the Clerk of Court's Office, the Property Appraiser's Office, the Tax Collector's Office and the Supervisor of Elections' Office.

MOTION by Commissioner Frisina to approve the changes as recommended. SECOND by Commissioner Phillips.

Discussion ensued.

The Chairman called for a vote. The motion carried unanimously.

#### 282 NW Bonita Way

Staff recommended approval to purchase 282 NW Bonita Way for \$42,000 as part of the FEMA Hazardous Mitigation Program.

Commissioner Williams pointed out that buying this property will allow the county to close this street.

MOTION by Commissioner Williams to approve the purchase. SECOND by Commissioner Frisina. The motion carried unanimously.

#### Bid No. 2015-C Surplus Mobile Homes

As part of the FEMA Hazardous Mitigation Program the County recently bought property in Suwannee Valley Estates. The surplus mobile homes located on this property were put out for public bid. Upon review of the bids, staff recommended approval of Bid No. 2015-C in the amount of \$21,000.

MOTION by Commissioner Frsina to approve the Bid No. 2015-C. SECOND by Commissioner Williams. The motion carried unanimously.

#### Bid Award No. 2015-A-Annual Fencing/Former Consent Agenda Item #3

Staff recommended awarding bed 2015-A Annual Fending, to the low bidder, North Florida Fend Co., Inc. This is an annualized bid; the County does not have a guaranteed minimum or maximum amount in this bid. This is the way the County purchases fencing on an as needed basis.

MOTION by Commissioner Williams to approve the fencing contract with a three year time frame, it will be rebid every three years. Any bid that exceeds \$25,000 would need three quotes. SECOND by Commissioner Nash.

There was discussion.

The Chairman called for a vote. The motion carried unanimously.

#### **Open Public Comments:**

Stewart Lilker asked the Commissioners why the citizens of Columbia County are paying administrative fees in our fire assessments. ACM Scott and CM Williams addressed his concerns.

Ralph Kitchens also commented on the fire assessment.

#### **Commissioner Comments:**

Commissioner Williams gave an update on the Suwannee River Water Management District monthly meeting that he, CM Williams and ACM Scott attended.

#### **Adjournment**

There being no further business, the meeting adjourned at 7:10 p.m.

ATTEST:	Rusty DePratter, Chairman
	Board of County Commissioners
P. DeWitt Cason	<del></del>
Clerk of Circuit Court	