

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529**

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

**372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055**

AGENDA

April 5, 2018

5:30 P.M.

Opportunity for public comment shall be in accordance with Rule 4.704. Each person who wishes to address the Commission regarding the Consent Agenda or any Discussion and Action Agenda Item shall complete one comment card for each item and submit the card or cards to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order.

Rules of decorum and rules for public participation are attached to the agenda handouts.

Invocation (Commissioner Rusty DePratter)

Pledge to U.S. Flag

Staff or Commissioner Additions or Deletions to Agenda

Approval of Agenda

Presentation of the Board Not Requiring Board Vote or Action

Tim Murphy, Chairman

Proclamation No. 2018P-2 - Public Safety Telecommunicator's Week (Pg. 1)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Tim Murphy, Chairman

(1) Economic Development Advisory Board Appointments (Pg. 3)

Sondra Lanier, Third Judicial Circuit - Trial Court Administrator

- (2) Future Space Needs

Brame Heck Architects

- (3) Administrative Offices Project Feasibility (Pg. 5)

Joel Foreman, County Attorney

- (4) Requesting Approval of Settlement Agreements - Paynter v. C&G of Lake City, et al - \$5,000 (Pg. 57)

Ben Scott, County Manager

- (5) BA 18-31 - Rail Spur - Allocate Funds from Florida Jobs Growth Grant Fund - \$3,135,600 (Pg. 75)
- (6) Award Bid No. 2018-2 and Approve Contract - SW Herlong Road Phase II - Low Bidder - Anderson Columbia - \$2,158,922 (Pg. 77)
- (7) BA 18-36 - Brim Street Budget Correction - \$75,000 (Pg. 135)
- (8) BA 18-33 - Winfield Community Center Swing Set - \$4,450 (Pg. 137)

Open Public Comments to the Board – 2 Minute Limit

Staff Comments

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: March 26, 2018

Meeting Date: April 5, 2018

Name: Esther Chung

Department: BCC Administration

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

9-1-1 Communications Center - Proclamation No. 2018P-2 - Public Safety Telecommunicator's Week

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

Consent Item

Discussion Item

PROCLAMATION NO. 2018P-2

A PROCLAMATION BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA DESIGNATING THE WEEK OF APRIL 8-14, 2018 AS PUBLIC SAFETY TELECOMMUNICATOR'S WEEK IN COLUMBIA COUNTY, FLORIDA

PUBLIC SAFETY TELECOMMUNICATOR'S WEEK

WHEREAS, each day, millions of Americans dial 9-1-1 for help in emergencies ranging from house fires and automobile accidents to heart attacks, poisonings, and missing children. The men and women who answer these calls for help, gathering essential information and dispatching the appropriate response, can make the difference between life and death and property loss for persons in need. Columbia County 9-1-1 Communications Center dispatchers are among the more than 500,000 telecommunications specialists nationwide, who work daily to protect and to promote public safety; and

WHEREAS, public safety telecommunicators are more than a calm and reassuring voice on the other end of the phone—they are knowledgeable and skilled individuals who work closely with law enforcement, fire, and emergency medical personnel. They coordinate and manage vital communications during emergencies in areas such as highway safety, road maintenance, woodland preservation, public utilities, rail and air traffic, plus other services that affect the health and safety of our citizens. Because emergencies occur around the clock, we rely on the vigilance and the preparedness of these individuals 24 hours a day, 365 days a year; and

WHEREAS, the mission of the employees of the Columbia County 9-1-1 Communications Center is to serve the citizens of Columbia County and their public safety organizations, through the efficient and effective operation of Enhanced 9-1-1 and public safety radio systems by providing a timely and quality emergency response capability to those we serve; and

WHEREAS, the Columbia County 9-1-1 Communications Center processed emergency and non-emergency calls in 2017, dispatching Sheriff's Office deputies, Columbia County Fire Department, Century Ambulance/EMS to 46,537 9-1-1 emergency calls for service within the roughly eight-hundred square miles comprising Columbia County;

NOW, THEREFORE, BE IT PROCLAIMED, by the Columbia County Board of County Commissioners this 5th day of April 2018, that the Columbia County Board of County Commissioners designates the week of April 8-14, 2018 as Public Safety Telecommunicators Week; and

BE IT FUTHER PROCLAIMED, that the Columbia County Board of County Commissioners authorizes the issuance of a proclamation in observance of this week; and

BE IT FUTHER PROCLAIMED, that the Columbia County Board of County Commissioners invites all citizens to observe this week in honor of all the Telecommunicators, who ANSWER THE CALL and help to protect our health and safety.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

P. DeWitt Cason, Clerk of Court

Tim Murphy, Chairman



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: March 20, 2018 Meeting Date: April 5, 2018

Name: Esther Chung Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Economic Development Advisory Board Appointments

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ 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 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Commissioners
FR: Tim Murphy 
DATE: March 20, 2018
SUBJECT: Economic Development Advisory Board Appointments

On March 14, 2018, Ben Scott, Scott Ward and I interviewed four citizens interested in volunteering for the Economic Development Advisory Board (EDAB). We would like to recommend the reappointment of Stephen Douglas as well as the appointment of Charles Keith. We believe these individuals have a firm understanding of the goals and agendas of the EDAB, and their background and experiences provides an opportunity for diverse discussion of the various issues before the EDAB.

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



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: March 29, 2018 Meeting Date: April 5, 2018

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:
Brame Heck Architects - Space Needs Analysis

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item



COLUMBIA COUNTY ADMINISTRATION OFFICES



PROJECT FEASIBILITY

SUBMITTED TO COLUMBIA COUNTY:

MARCH 29, 2018



ADDRESS

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Gainesville, FL 32601
United States

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PROJECT FEASIBILITY TABLE OF CONTENTS

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DEPARTMENTS & SUB-DEPARTMENTS



| BOARD OF COUNTY COMM.

- COUNTY MANAGER
- COUNTY COMMISSIONERS
- FINANCIAL MANAGEMENT
- COUNTY ATTORNEY

| SUPERVISOR OF ELECTIONS

- SUPERVISOR OF ELECTIONS
- CANDIDATE COORDINATOR
- VOTE BY MAIL COORDINATOR
- PRECINCT SUPPORT COORDINATOR



| TAX COLLECTOR/MOTORIST SERVICES

- MOTORIST SERVICES
- TAX COLLECTOR
- CONCEALED WEAPON PERMITTING OFFICE
- FINANCE
- AD VALOREM TAX



| PROPERTY APPRAISER

- ASSESSMENT DEPUTIES
- FIELD APPRAISERS

| BUILDING & ZONING

- COUNTY PLANNER
- COORDINATOR
- INSPECTORS



| ENVIRONMENTAL HEALTH

- WATER TEST LAB

| CODE ENFORCEMENT

- CODE ENFORCEMENT OFFICERS

| TOURIST DEVELOPMENT

- SPORTS MARKETING DIRECTOR
- MARKETING PROJECT MANAGER



| ECONOMIC DEVELOPMENT

- ECONOMIC DEVELOPMENT DIRECTORS

OVERVIEW

Brame Heck Architects is pleased to present this programming study and preliminary design analysis for the new Columbia County Administrative Offices. This study includes information we have collected about the space requirements of nine county departments that will be potentially co-located in this building, including the size of the spaces, adjacencies, and required qualities such as security, public access, etc. This information is organized by department, and then in summary. We then took this data and prepared diagrams to study how departments could fit together in a single building, and also prepared three different siting options, 1) in a new building on the Lake Jeffrey Site, 2) within the footprint of the former hospital building at the Crown Professional Office Complex on Duval Street, and 3) in two new buildings that would be constructed in the downtown area near the intersection of Franklin Street and Hernando Avenue. Finally, we prepared analyses for all three siting options, looking at them not only in terms of first cost / construction budget, but also in terms of logistics, operational considerations, usability for staff and convenience to the public.

PROCESS | DATA GATHERING

Our first step toward completing the space needs analysis was to obtain input from the department staff who are to be potentially relocated. This was done first by preparing and distributing a questionnaire for staff to complete and following up with a series of brief interviews. We included questions about current staffing needs and projected future staffing needs. We asked about needs for different space types (private offices, open office, work space, conference areas, break rooms, and reception areas.) We also asked specific questions about requirements for public access, security needs, equipment needs, storage, and space/function adjacencies. We then compiled the information obtained, and tabulated the square footage requirements for each department. This constitutes the program for the project, and although it is wide in scope, we would plan to refine the program requirements through more in-depth discussion with each department as we move forward with a schematic design phase. This may allow us to reduce areas as we find opportunities to increase plan efficiency further.

PROCESS | SPACE ANALYSIS

We prepared several diagrams of the space needs data to study each group in terms of their requirements for regular (or periodic) public access, the volume of public access required, security, storage, and other needs. For example, the Tax Collector's office requires regular daily access by the public for obtaining driver license renewals, vehicle registration, concealed weapons permits, etc. Sometimes their volume can be quite high – around 400+ visitors in one day. Similarly, the supervisor of elections needs to accommodate very high volumes of public access during election cycles. In addition, they require secure storage for voting machines and ballots, publicly viewable canvassing space, and security procedures as required by the Florida Administrative Code. Other departments



requiring regular public access, albeit in lower volumes, include Building and Zoning, and Environmental Health. The Board of Commissioners require easy public access to meetings, with staff offices, support for the Commissioners' offices, and the county manager's office in close proximity with somewhat more restricted access. The property appraiser's office also accommodates regular public access.

Departments that receive fewer in-office visits from the public include Tourist Development, Economic Development, and Code Enforcement. Public interaction with these departments generally occurs outside their offices.

Generally, within each department there are concerns about public access that are necessarily tempered by concerns about security, the handling of private data, etc. In addition, the organization of each department as an individual unit must be weighed against the need for spatial efficiency and economy. In our study, we have preliminarily grouped departments based on these concerns, looking for efficiency of shared building resources such as break areas, restrooms, conference spaces, and so forth. It should be emphasized that we have not generated building plans at this point. Two departments provided us with idealized plans for their spaces, and we have used those as the basis for our study with some minor modifications. The design portion of this study is preliminary, and we will endeavor to find additional efficiencies in the plan as we go forward with schematic design.

PROCESS | SITE STUDIES

Once we had an understanding of the space needs of individual departments, we proceeded to arrange them on three different site configurations.

The first site we considered is known as the "Lake Jeffrey Site" and is a greenfield site behind and adjacent to the existing Fire Station 53 on Lake Jeffrey Road near the intersection of Bascom Norris Drive. This location is about 1.8 miles from the center of the downtown area. The site offers ample room for a new single story building sized to accommodate the program, with parking, storm water retention, and room for future expansion. This site also has the advantage that the county already owns it. Our conceptual study shows a U-shaped option that centralizes the entry to the building as approached from the public parking area. We took care to include as many requirements as possible, such as drive-through access for the tax collector, a separate public entrance for the supervisor of elections, and separation of public and private areas. The disadvantage of this site is its distance from the downtown.

The second site under consideration is the Crown Professional Complex on Duval Street. This complex is currently occupied by the Supervisor of Elections, Tourist Development, Economic Development, and Code Enforcement, among other organizations such as IFAS, the Red Cross, and the Suwannee River Economic Council. This property would need to undergo renovations to accommodate all the departments. The current layout is substantially unchanged from its original use as a hospital, so the net usable area is less than ideal because corridors are 8' wide, which is substantially wider than is required in a typical office building. This results in a loss of space efficiency. Therefore, our study of this option assumes that the interior would be completely remodeled, and only the building shell would be used. We also assumed that the existing mechanical system is near the end of its useful life, and that the current electrical code would require a substantial upgrade to the power and lighting systems. Sloped portions of the roof appear to be in good condition, and the exterior building envelope also appears to be recently upgraded, however we assigned some allowances in our budget analysis to providing repairs to the flat portions of the roof. In addition, it was noted during our

our site visits that some exterior windows have been replaced with aluminum windows or storefront, while others are older and still in need of replacement, which would fall under the scope of this project. An advantage to this site is the renovation cost would be less than the cost of constructing a new building. However, this must be weighed against the cost of acquiring the property. Also, parts of this building are around 40 years old, so it would likely require more frequent and extensive maintenance going forward. The existing building thermal envelope is also a concern. Assuming it was constructed to existing standards at the time of construction, this building would require more HVAC tonnage to heat and cool the space than a comparable building constructed to current energy code standards, and would therefore require a greater energy cost to operate those systems going forward. This building has an excess of area/volume compared to the immediate program requirements, meaning some inefficiency will also be inherent in the planning of the space. Finally, the logistics of construction would require the departments currently occupying this building to move twice – once before construction, and again after construction is completed. Double moving costs, and leases on temporary space for these departments during construction has not been considered in our study, but should be weighed in the overall analysis.

The third and final option we analyzed is a downtown site consisting of four city blocks located five blocks north of the current County Administration Offices, near the intersection of the Franklin Street and Hernando Avenue. One advantage to this site is in its proximity to the existing county offices and court administration complex which will remain. The convenience of being located in the downtown is attractive. A two building, two story solution would fit easily on these blocks with room for future expansion. Parking can be readily accommodated on these blocks, and our conceptual design envisions that the north-south sections of Hernando Ave would be closed to create a public plaza entryways to the buildings, while maintaining all the east-west roads. We believe that the two story solution to a building of this type would be similar in cost for the same square footage to a one-story solution. This is because some efficiencies are gained in the building envelope, meaning the cost of providing stairwells and a structural second floor are offset by smaller roof areas and somewhat smaller HVAC system, among other factors. Because the existing blocks are variously zoned RO Residential/Office and CBG General Commercial, a public building would require obtaining a special exception on this site. In terms of cost construction, this site would be comparable to the Lake Jeffrey site. However, the downtown site would need to be acquired, and we do not have any data at this time on what the cost of acquiring these blocks would be.

| COMBINED GROUP |

Includes Building and Zoning, Environmental Health, Code Enforcement, Tourist Development and Economic Development.

The Diagram focuses on these as a group that can connect to the Board of County Commissioners to reference files and also adjacent to the property appraisers' office.

| TAX COLLECTOR |

A collection of public and private space with the clerk area hugging the perimeter of the public waiting area. Guests are greeted through the reception area and motioned to their appropriate clerk.

| PROPERTY APPRAISER |

The Private offices of the head of the department and the supervisors line the edges of this department as the clerks form a collaboration towards the center, organizing public and private as well as quiet and loud loads.

| SUPERVISOR OF ELECTIONS |

This department houses functions catered to the voting season for the public and the organization of votes for the private staff. The organization gives way to form a line for when voting season comes and the department is flooded with around 400 guests. The Canvassing and Tabulation stations are central as to create transparency within.

| BOARD OF COMMISSIONERS |

This department has both private and very public functions with some overlapping areas. The spaces are arranged with County Commissioners towards the upper corner to wrap the shared private spaces (conference rooms). The Financial department shares circulation but is situated in its own division of space. The board room has public access through the lobby and is also accessible to the private staff.



DEPARTMENT

AREA TOTALS

COLUMBIA COUNTY ADMINISTRATION DEPARTMENTS

Board of Co. Comm.	Staffing - 12 up to 14	11585 SF
Supervisor of Elections	Staffing - 11 up to 15	12000 SF
Tax Collector	Staffing - 24 up to 26	9075 SF
Property Appraiser	Staffing - 18 up to 25	5980 SF
Building & Zoning	Staffing - 7 up to 11	3500 SF
Environmental Health	Staffing - 6 up to 8	1738 SF
Code Enforcement	Staffing - up to 3	611 SF
Tourist Development	Staffing - 4 up to 8	1600 SF
Economic Development	Staffing - up to 2	962 SF

TOTAL | 47,051 SF



PRESENT DPT. | 12
 DPT. IN 5 YEARS | 13
 DPT. IN 10 YEARS | 14
 # IN OPEN OFFICE | 3
 PRIVATE OFFICES | 10

STAFFING POSITIONS

1 County Manager - Dept. Head	1 office @ 260 SF	260 SF
2 Assistant County Manager	1 office @ 200 SF	200 SF
3 Human Resources Director	1 office @ 200 SF	200 SF
4 Purchasing Director	1 office @ 200 SF	200 SF
5 County Attorney	1 office @ 200 SF	200 SF
6 County Commissioners	5 offices @ 260 SF ea.	1300 SF
7 Risk Manager	1 office @ 150 SF	150 SF
8 Information Technology Director	1 office @ 200 SF	200 SF
9 IT Support Staff	2 offices @ 150 SF ea.	300 SF
10 Administrative Secretary	2 cubicles @ 10'x10' ea.	200 SF
11 *Financial Management Director	1 office @ 200 SF	200 SF
12 *Accountant	1 office @ 150 SF	150 SF
13 *Payroll Clerk	1 office @ 150 SF	150 SF
14 *Accounts Payable Clerk	1 cubicle @ 10'x8'	80 SF
FUTURE GROWTH:		
Administrative Secretary	2 cubicles @ 10'x10' ea.	200 SF
*Accounting Clerk	1 cubicle @ 10'x8'	80 SF
*Accountants	2 offices @ 150 SF ea.	300 SF
*Accounting Mngr/Investment Specialist	1 office @ 150 SF	150 SF
POSITION ELIMINATION:		
Yes.	10	
SUBTOTAL		4520 SF

SUPPORTING SPACES

Medium Conference Room	1 - 18'x18'	324 SF
*Small Conference Room (Financial Mngr)	1 - 15'x17'	254 SF
Kitchen/Lunch Area	1 - 20'x15'	300 SF
Reception Area	1 - 10'x20'	200 SF
Copy Room/Area	1 - 8'x7'	56 SF
Board Room		4000 SF
SUBTOTAL		5134 SF
TOTAL		9654 SF
Additional for MEP	5%	482 SF
Circulation	15%	1448 SF
GROSS TOTAL		11584 SF

GROSS TOTAL | 11,584 SF

PRESENT DPT. | 11
 DPT. IN 5 YEARS | 13
 DPT. IN 10 YEARS | 15
 # IN OPEN OFFICE | 8
 PRIVATE OFFICES | 3

SUPERVISOR OF ELECTIONS

ELIZABETH HORNE / TOMI BROWN

STAFFING POSITIONS

1 Supervisor of Elections - Dept Head	1 office @ 260 SF	260 SF
2 Asst. Supervisor of Elections	1 office @ 200 SF	200 SF
3 Candidate Coordinator	1 office @ 150 SF	150 SF
4 Asst. Candidate Coordinator	1 office @ 130 SF	130 SF
5 Vote by Mail Coordinator	1 office @ 150 SF	150 SF
6 Precinct Support Coordinator	1 office @ 150 SF	150 SF
7 Asst. Precinct Support	1 office @ 130 SF	130 SF
8 Bookkeeper	1 office @ 150 SF	150 SF
9 Equipment Manager and IT Help	1 office @ 300 SF	300 SF
10 Registration Clerk	Reception/Registration	
11 Clerical Floater/ Custodian	1 cubicle @ 10'x8'	80 SF

FUTURE GROWTH:

Registration	Reception/registration
Vote by Mail	Vote by Mail Office
Candidate/Felon/Records Liason	Candidate Filing Office

POSITION ELIMINATION:

No. -

SUBTOTAL 1700 SF

SUPPORTING SPACES

Conference Room/Early Voting Room	1 - 50'x46'	2300 SF
Reception/Registration/Lobby	1 - 24'x26' SF	624 SF
Storage (Election Day Equipment)	1 - 46'x30'	1380 SF
Storage (Precinct Support)	1 - 13'x14'	184 SF
Vote by Mail Processing Room	1 - 20'x11'	220 SF
Audit Room	1 - 11'x12'	132 SF
Mail Room	1 - 9'x11'	99 SF
Supply Room	1 - 13'x9'	117 SF
Records Vault	1 - 9'x13'	117 SF
Fax Room	1 - 7'x20'	280 SF
Server/Rack Room	1 - 13'x12'	156 SF
Logistic Support for Precincts/Polling	1 - 30'x22'	660 SF
Canvassing/Tabulation/Vault	1 - 26'x40'	1040 SF
Candidate Filing/Felon Area Office	1 - 9'x11'	99 SF
Public Restrooms	2 - 10'x20'	400 SF
Staff Restroom	1 - 8'x14'	112 SF
Supervisors Restroom	1 - 10'x6'	60 SF
Kitchen/Lunch Area	1 - 24'x14'	336 SF

SUBTOTAL 8316 SF

TOTAL 10016 SF

Additional for MEP 5% 500.8 SF

Circulation 15% 1483 SF

GROSS TOTAL | 1,200 SF



PRESENT DPT. | 7
DPT. IN 5 YEARS | 9
DPT. IN 10 YEARS | 11
IN OPEN OFFICE | 14
PRIVATE OFFICES | 5

STAFFING POSITIONS

1 Building & Zoning Coordinator - Dept Head	1 office @ 260 SF	260 SF
2 Assistant Coordinator	1 office @ 200 SF	200 SF
3 Planner	1 office @ 150 SF	150 SF
4 Office Manager	1 office @ 150 SF	150 SF
5 Technicians (Plans Review, Planning Tech)	2 offices @ 150 SF	300 SF
6 Inspector	1 cubicle @ 10'x8'	80 SF
FUTURE GROWTH:		
Technician	1 cubicle @ 10'x8'	80 SF
Inspector	1 cubicle @ 10'x8'	80 SF
Plans Review	1 cubicle @ 10'x8'	80 SF
POSITION ELIMINATION:		
No	-	
SUBTOTAL		1380 SF

SUPPORTING SPACES

Reception/Visitor Lobby Area	1 - 22'x12'	264 SF
Plans Review Area/Payment Safe	1 - 24'x12'	288 SF
Small Conference Room	1 - 12'x13'	156 SF
File Room	1 - 20'x20'	400 SF
Break Room	1 - 12'x16'	192 SF
Large Format Plotter/Scanner Area	1 - 8'x12'	98 SF
Restrooms - shared w/ Envr. Health		- SF
SUBTOTAL		1398 SF
TOTAL		2778 SF
Additional for MEP	6%	166 SF
Circulation	20%	555 SF
GROSS TOTAL		3500 SF

GROSS TOTAL | 9,074 SF

PRESENT DPT. | 7
DPT. IN 5 YEARS | 9
DPT. IN 10 YEARS | 11
IN OPEN OFFICE | 14
PRIVATE OFFICES | 5

STAFFING POSITIONS

1 Building & Zoning Coordinator - Dept Head	1 office @ 260 SF	260 SF
2 Assistant Coordinator	1 office @ 200 SF	200 SF
3 Planner	1 office @ 150 SF	150 SF
4 Office Manager	1 office @ 150 SF	150 SF
5 Technicians (Plans Review, Planning Tech)	2 offices @ 150 SF	300 SF
6 Inspector	1 cubicle @ 10'x8'	80 SF
FUTURE GROWTH:		
Technician	1 cubicle @ 10'x8'	80 SF
Inspector	1 cubicle @ 10'x8'	80 SF
Plans Review	1 cubicle @ 10'x8'	80 SF
POSITION ELIMINATION:		
No	-	
SUBTOTAL		1380 SF

SUPPORTING SPACES

Reception/Visitor Lobby Area	1 - 22'x12'	264 SF
Plans Review Area/Payment Safe	1 - 24'x12'	288 SF
Small Conference Room	1 - 12'x13'	156 SF
File Room	1 - 20'x20'	400 SF
Break Room	1 - 12'x16'	192 SF
Large Format Plotter/Scanner Area	1 - 8'x12'	98 SF
Restrooms - shared w/ Envr. Health		- SF
SUBTOTAL		1398 SF
TOTAL		2778 SF
Additional for MEP	6%	166 SF
Circulation	20%	555 SF
GROSS TOTAL		3500 SF

GROSS TOTAL | 3,500 SF

PRESENT DPT. | 7
DPT. IN 5 YEARS | 9
DPT. IN 10 YEARS | 11
IN OPEN OFFICE | 14
PRIVATE OFFICES | 5

STAFFING POSITIONS

1 Building & Zoning Coordinator - Dept Head	1 office @ 260 SF	260 SF
2 Assistant Coordinator	1 office @ 200 SF	200 SF
3 Planner	1 office @ 150 SF	150 SF
4 Office Manager	1 office @ 150 SF	150 SF
5 Technicians (Plans Review, Planning Tech)	2 offices @ 150 SF	300 SF
6 Inspector	1 cubicle @ 10'x8'	80 SF
FUTURE GROWTH:		
Technician	1 cubicle @ 10'x8'	80 SF
Inspector	1 cubicle @ 10'x8'	80 SF
Plans Review	1 cubicle @ 10'x8'	80 SF
POSITION ELIMINATION:		
No	-	
SUBTOTAL		1380 SF

SUPPORTING SPACES

Reception/Visitor Lobby Area	1 - 22'x12'	264 SF
Plans Review Area/Payment Safe	1 - 24'x12'	288 SF
Small Conference Room	1 - 12'x13'	156 SF
File Room	1 - 20'x20'	400 SF
Break Room	1 - 12'x16'	192 SF
Large Format Plotter/Scanner Area	1 - 8'x12'	98 SF
Restrooms - shared w/ Envr. Health		- SF
SUBTOTAL		1398 SF
TOTAL		2778 SF
Additional for MEP	6%	166 SF
Circulation	20%	555 SF
GROSS TOTAL		3500 SF

GROSS TOTAL | 3,500 SF

PRESENT DPT. | 3
DPT. IN 5 YEARS | 3
DPT. IN 10 YEARS | 3
IN OPEN OFFICE | 4
PRIVATE OFFICES | 1

STAFFING POSITIONS

1 Code Enf. Officer II-Director	1 office @ 200 SF	200 SF
2 Code Enf. Officer II-Part-time	1 office @ 180 SF	180 SF
3 Contractual Employee - Tax Collector Office	Office shared	
FUTURE GROWTH:		
Code Enf. Officer-Full-time	-	
POSITION ELIMINATION:		
No.	-	
SUBTOTAL		380 SF

SUPPORTING SPACES

Small Kitchen/Break Area	1 - 7'x9'	63 SF
File Storage Area	1 - 6'x7'	42 SF
Restrooms - shared w/ Envr. Health		
SUBTOTAL		105 SF
TOTAL		485 SF
Additional for MEP	6%	29 SF
Circulation	20%	97 SF
GROSS TOTAL		611 SF

GROSS TOTAL | 611SF

PRESENT DPT. | 4
DPT. IN 5 YEARS | 6
DPT. IN 10 YEARS | 8
IN OPEN OFFICE | 0
PRIVATE OFFICES | 4

STAFFING POSITIONS

1 Executive Director	1 office @ 200 SF	200 SF
2 Sports Marketing Director	1 office @ 180 SF	180 SF
3 Marketing Project Manager	1 office @ 150 SF	150 SF
4 Secretary Specialist	1 office @ 150 SF	150 SF
FUTURE GROWTH:		
Support Positions - Sports Marketing	2 cubicles @ 10'x8'	160 SF
Content Manager	1 cubicle @ 10'x8'	80 SF
Office Manager	1 cubicle @ 10'x8'	80 SF
POSITION ELIMINATION:		
No	-	
SUBTOTAL		1000 SF

SUPPORTING SPACES

Small Conference Room/Work Room	1 - 12'x12'	150 SF
Storage Room	1 - 12'x10'	120 SF
Restrooms - shared w/ Envr. Health		
SUBTOTAL		270 SF
TOTAL		1270 SF
Additional for MEP	6%	76 SF
Circulation	20%	254 SF
GROSS TOTAL		1600 SF

GROSS TOTAL | 1,600 SF

PRESENT DPT. | 2
DPT. IN 5 YEARS | 2
DPT. IN 10 YEARS | 2
IN OPEN OFFICE | 0
PRIVATE OFFICES | 2

STAFFING POSITIONS

1 Economic Development Director	1 office @ 200 SF	200
2 Manager	1 office @ 150 SF	150
FUTURE GROWTH:		
No.	-	
POSITION ELIMINATION:		
No.	-	
SUBTOTAL		350 SF

SUPPORTING SPACES

Medium Conference Room	1 - 18'x18'	324 SF
Hospitality/Coffee Area	1 - 6'x5'	30 SF
Storage	1 - 6'x7'	42 SF
Restrooms	1 - 7'x 8'	56 SF
SUBTOTAL		452 SF
TOTAL		802 SF
Additional for MEP	5%	40 SF
Circulation	15%	120 SF
GROSS TOTAL		962 SF

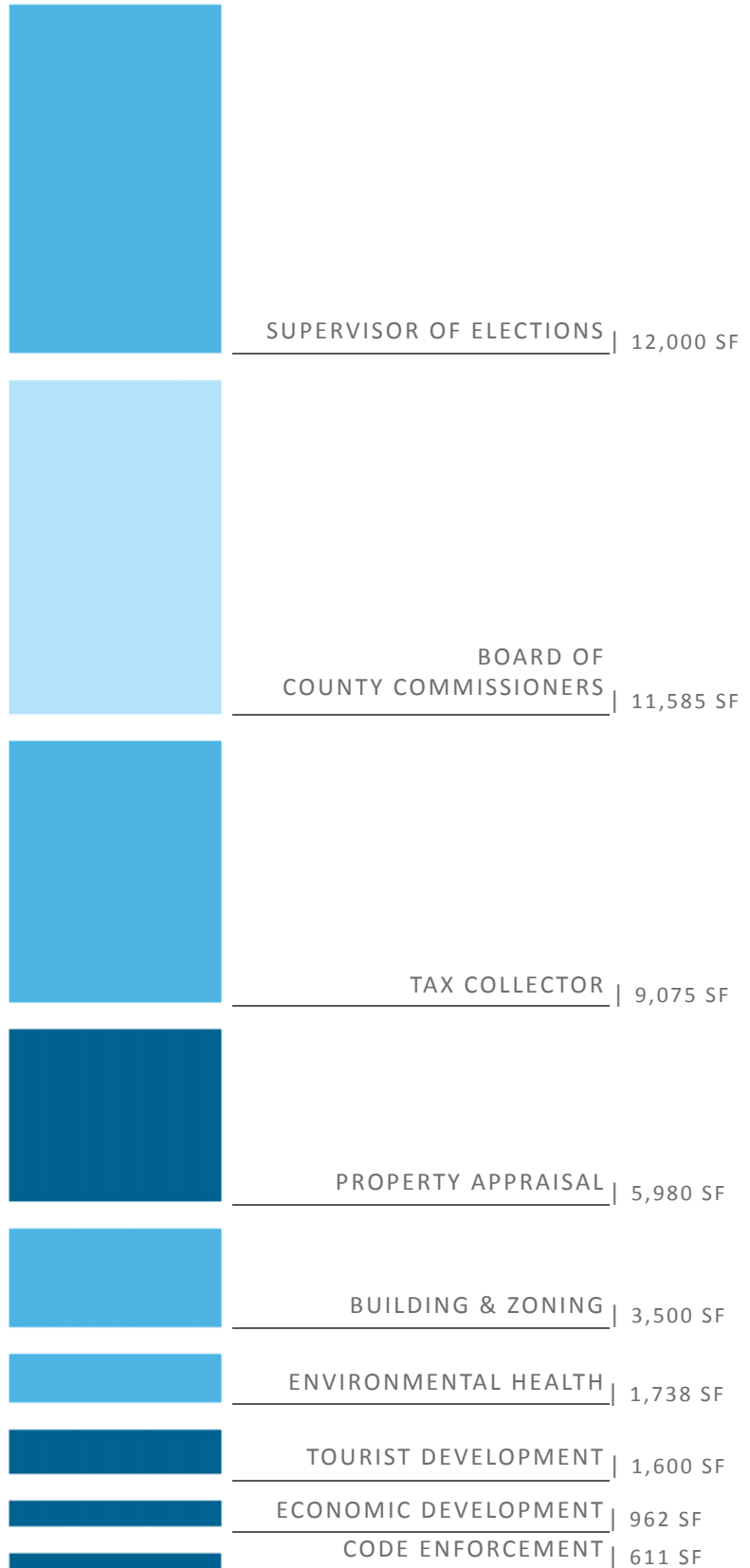
GROSS TOTAL | 962 SF

DEPARTMENT

AREA TOTALS

This diagram shows the relative space needs of each department, based on questionnaire responses, brief interviews of each department, and other research. The order is organized by reported department space needs and is tagged with each respective square footage total for each department. These totals include space for the staffing positions (department head, supervisor and clerk offices), supporting spaces (conference/break/storage rooms), and growth in the department, as well as circulation and MEP (Mechanical/Electrical/Plumbing) space. relative scale of spacial needs based on a questionnaire filled out by each respective department. The order is organized on a gradient of size per department and is tagged with each respective square footage total after evaluating the needs of each sector.

These totals include space for the staffing positions (department head, supervisor and clerk offices), supporting spaces (conference/break/storage rooms), growth in the department as well as circulation and MEP (Mechanical/Electrical/Plumbing) space.



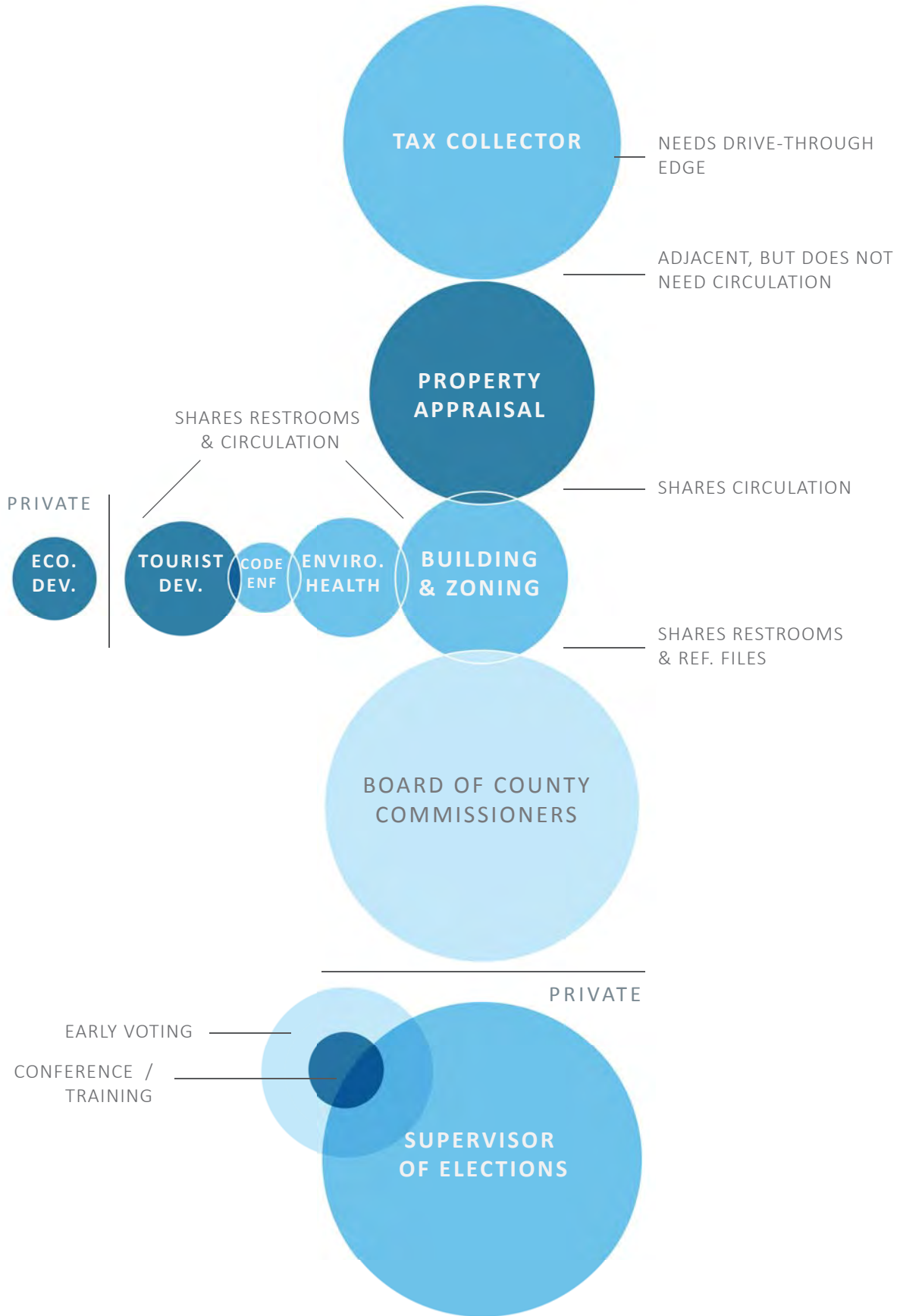
ADJACENCY DIAGRAM

The Adjacency, or “bubble” diagram is an analysis of relationships between departments. The colors are keyed to degrees of public/private access, providing a method of organizing the overall complex. This diagram also conveys some “sharable” elements of the program and department separation needs (based on input from the departments.)

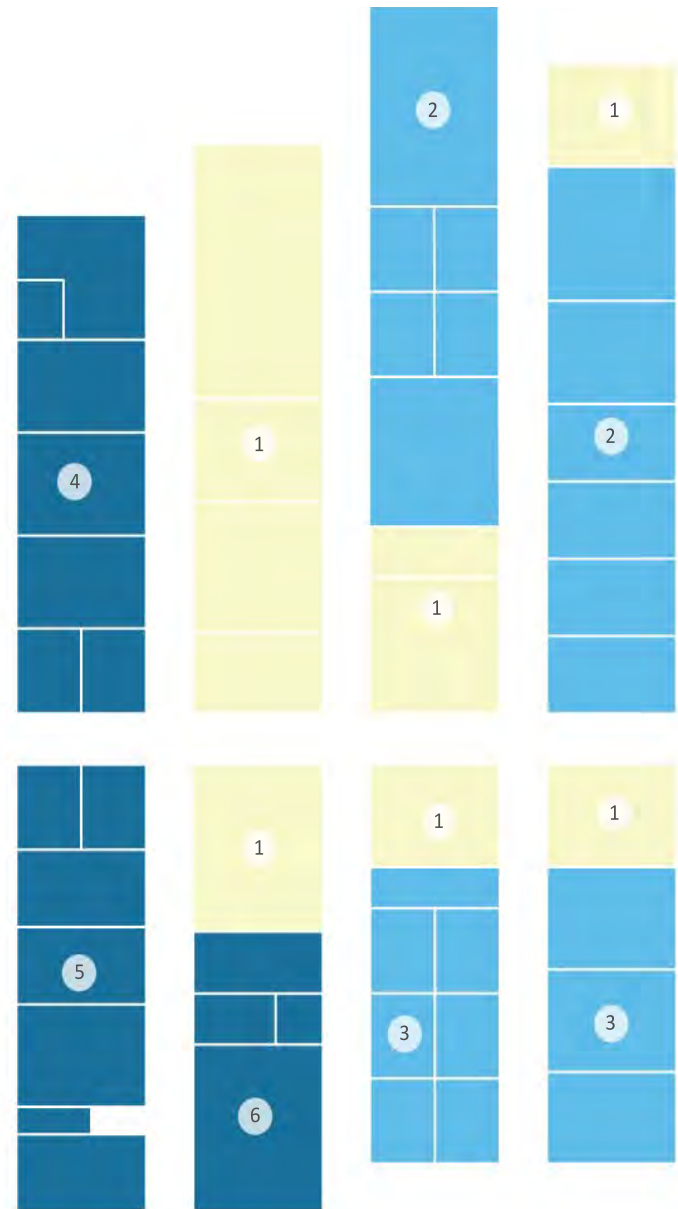
Based on the information provided, we have noted which departments will easily share resources. For example, the Building and Zoning department shares circulation with Environmental Health, Code Enforcement, and Tourist Development. These departments could also share restrooms with the Board of County Commissioners as well as reference files from the department. The Property Appraiser’s office will also be able to share circulation with Building and Zoning, and could share a common reception area. Because of the volume and type of public interaction, we think the Tax Collector’s office would benefit from a separate public edge. They have also requested a two-car drive through for its customer service branch, as their current drive through is used frequently. The least public of departments is Economic Development. The Supervisor of Elections desires separate public accommodation for large numbers of people during certain periods, balanced with security requirements. While the current request from the department is that they be completely separate from the rest of the complex, we have found examples of SOE offices where space such as early voting rooms can be made available to other departments as training or conference centers when they are not being used by the SOE.



ADJACENCY DIAGRAM



COMBINED GROUP



1. SHARED SPACES

2. BUILDING & ZONING

3. ENVIRONMENTAL HEALTH

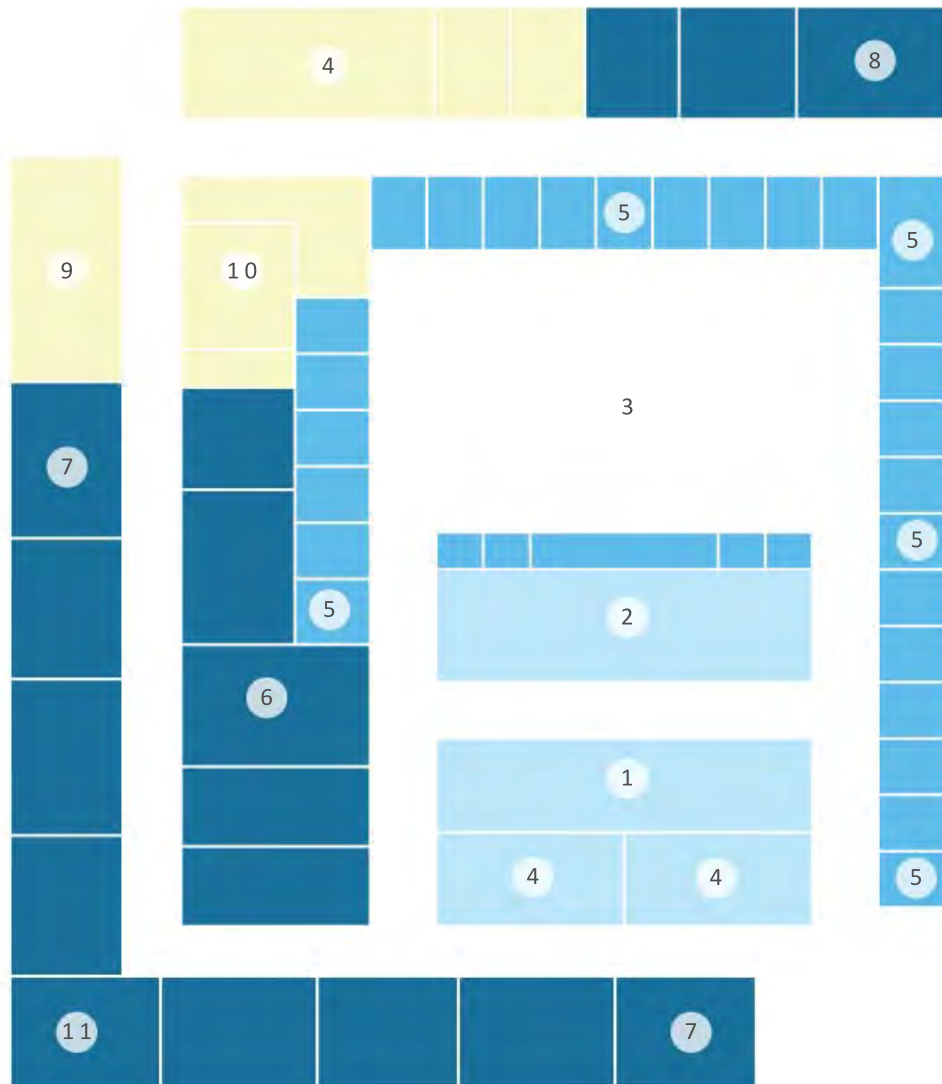
4. CODE ENFORCEMENT

5. TOURIST DEVELOPMENT

6. ECONOMIC DEVELOPMENT



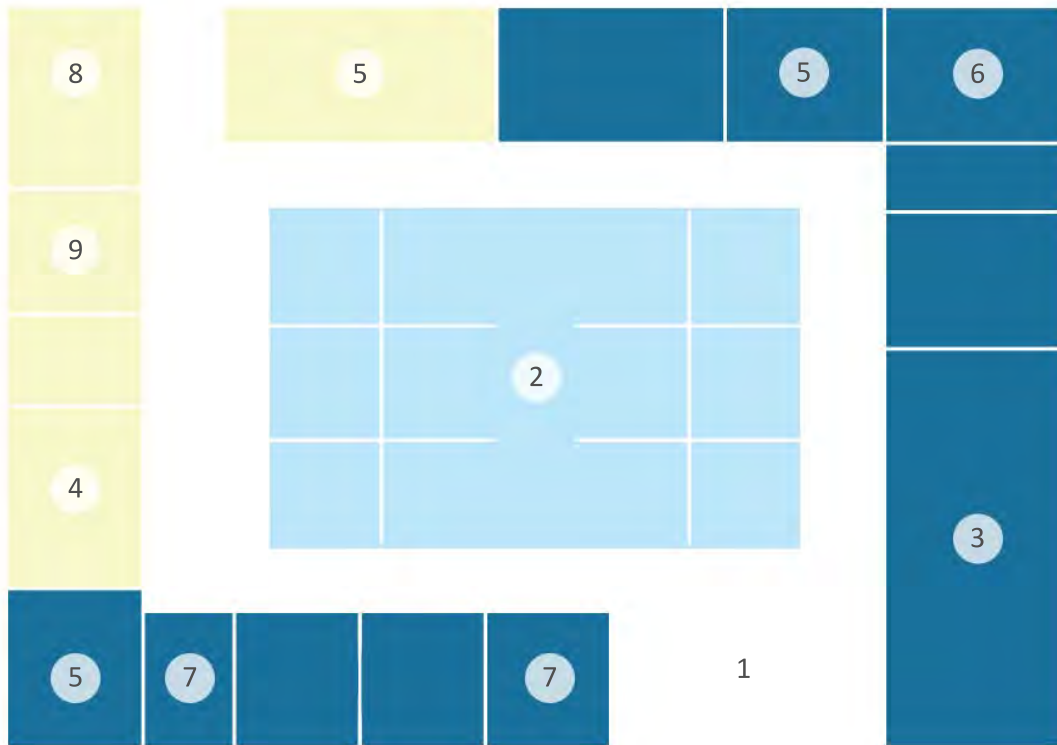
TAX COLLECTOR



- 1. LOBBY
- 2. RECEPTION
- 3. CUSTOMER SERVICE
WAITING ROOM
- 4. RESTROOMS
- 5. CLERK STATIONS
- 5. SUPORT STAFF OFFICES

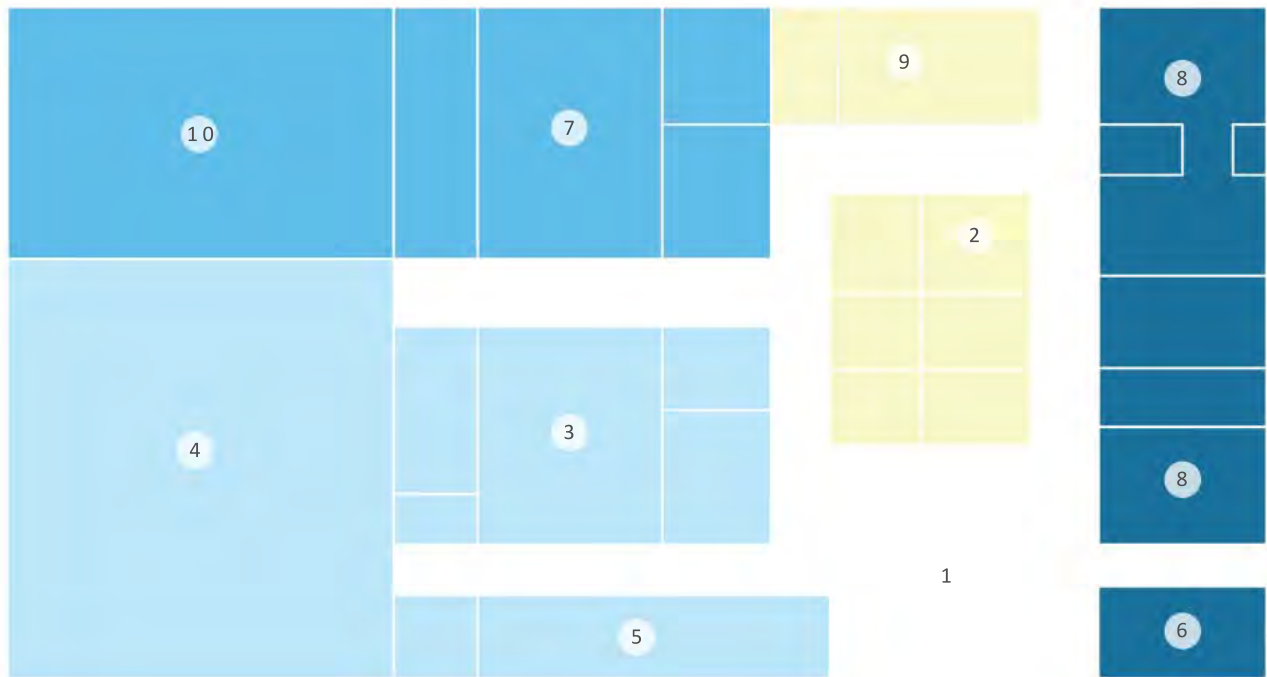
- 7. TAX OFFICES
- 3. I.T. OFFICES
- 3. CONFERENCE
- 10. STORAGE
- 11. BREAK

PROPERTY APPRAISER



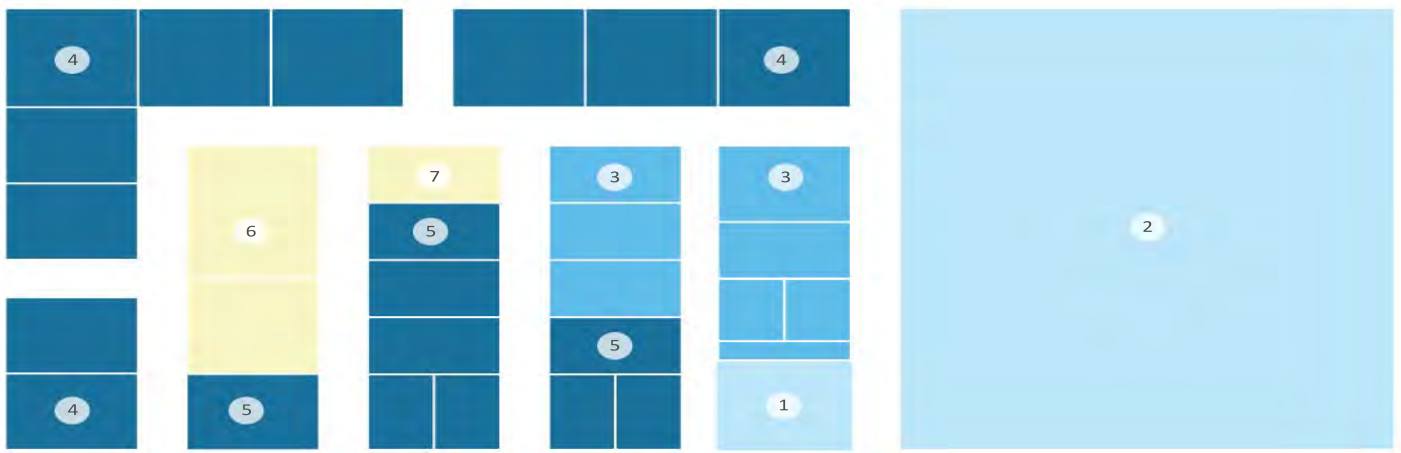
- 1. RECEPTION
- 2. CLERK STATIONS
- 3. MAP ROOM
- 4. RESTROOMS
- 5. CONFERENCE
- 6. PRIVATE OFFICES
- 7. SUPORT STAFF OFFICES
- 8. BREAK
- 9. STORAGE

SUPERVISOR OF ELECTIONS



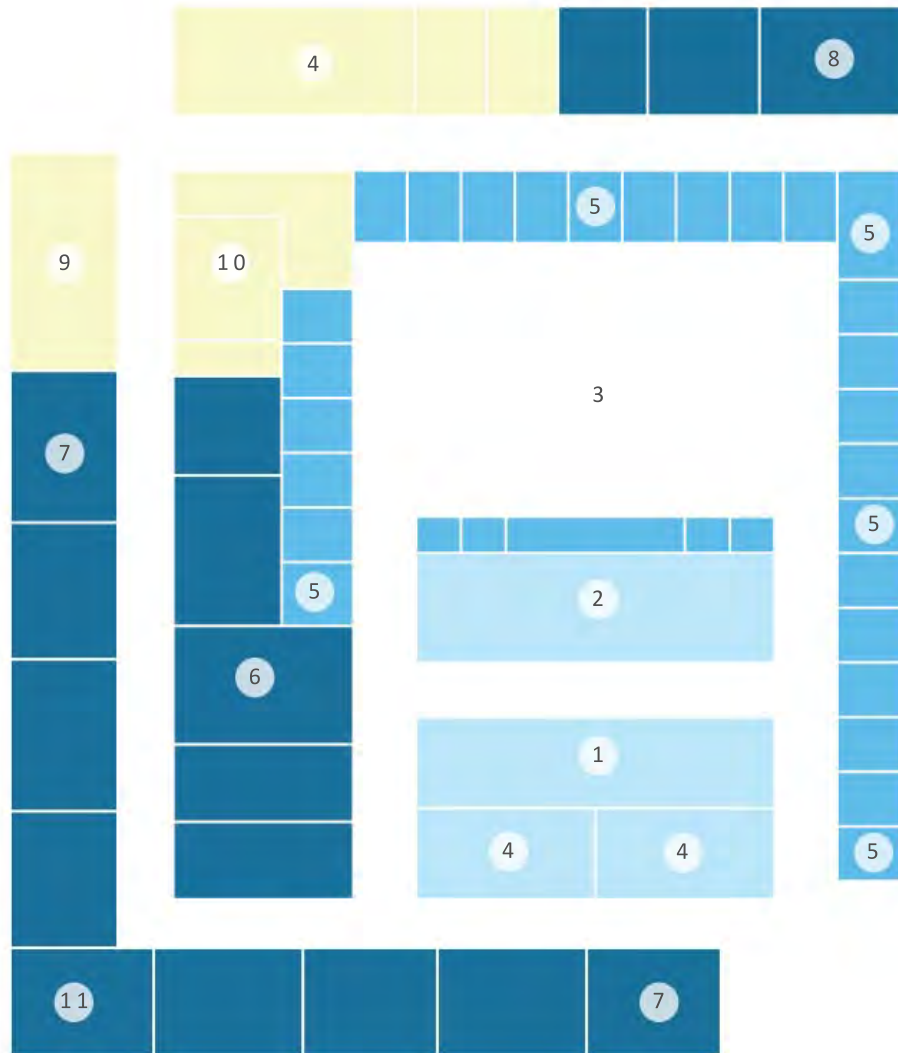
- | | |
|--------------------------|-------------------|
| 1. RECEPTION | 6. PROCESSING |
| 2. SHARED SUPPLIES | 7. LOGISTICS |
| 3. CANVASSING/TABULATION | 8. PRIVATE OFFICE |
| 4. CONFERENCE/VOTING | 9. BREAK |
| 5. RESTROOMS | 10. STORAGE |

BOARD OF COMMISSIONERS



- 1. RECEPTION
- 2. BOARD ROOM
- 3. FINANCIAL OFFICES
- 4. BOARD OF COUNTY COMMISSIONERS OFFICES
- 5. SUPPORT STAFF OFFICES
- 6. CONFERENCE ROOM
- 7. BREAK ROOM

TAX COLLECTOR



1. LOBBY

2. RECEPTION

3. CUSTOMER SERVICE
WAITING ROOM

4. RESTROOMS

5. CLERK STATIONS

6. SUPORT STAFF OFFICES

7. TAX OFFICES

8. I.T. OFFICES

9. CONFERENCE

10. STORAGE

LAKE JEFFREY SITE

From our adjacency study, we developed several scenarios looking at how the departments could be configured on the site. From these configurations, we selected the U-shaped plan as the most compact. This has the advantage of creating a common entry courtyard, leading to separate entrances for the Tax Collector's Office, the Supervisor of Elections, and a common reception space serving the remaining offices. The Tax Collector's Office requires an edge for the stacking of cars at the drive through as well, and the supervisor of elections has a greater public face. We then developed a site plan including required parking, a "placeholder" for storm water retention, and identified area for future expansion.

CROWN PROFESSIONAL COMPLEX / DUVAL STREET

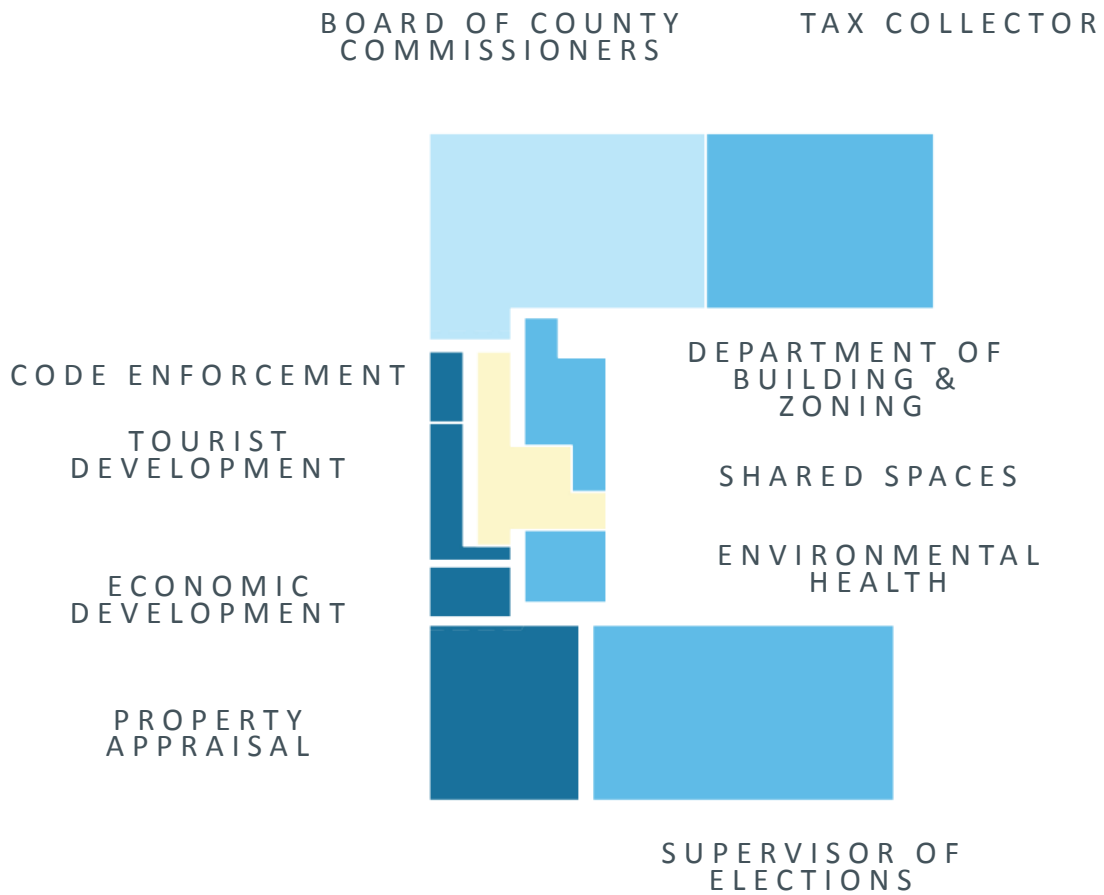
Our hospital diagram overlays the existing building with the necessary square footages calculated in the initial area totals diagram. With adjacencies still at the forefront, we organized space per department into the allotted area within the existing footprint. This scenario assumes that the Red Cross may remain in the building, but that other tenants would move out.

DOWNTOWN / FRANKLIN STREET

The Franklin Street site consists of four adjacent city blocks. Our plan for this site indicates two, two-story buildings with a footprint necessary to contain all the program areas. This leaves some room for future expansion, adequate parking, and public landscape areas.

CONFIGURATION

FEASIBILITY STUDY



U SHAPE

SCALE 1" = 60'



LAKE JEFFREY SITE

PARKING SPACE TOTALS:

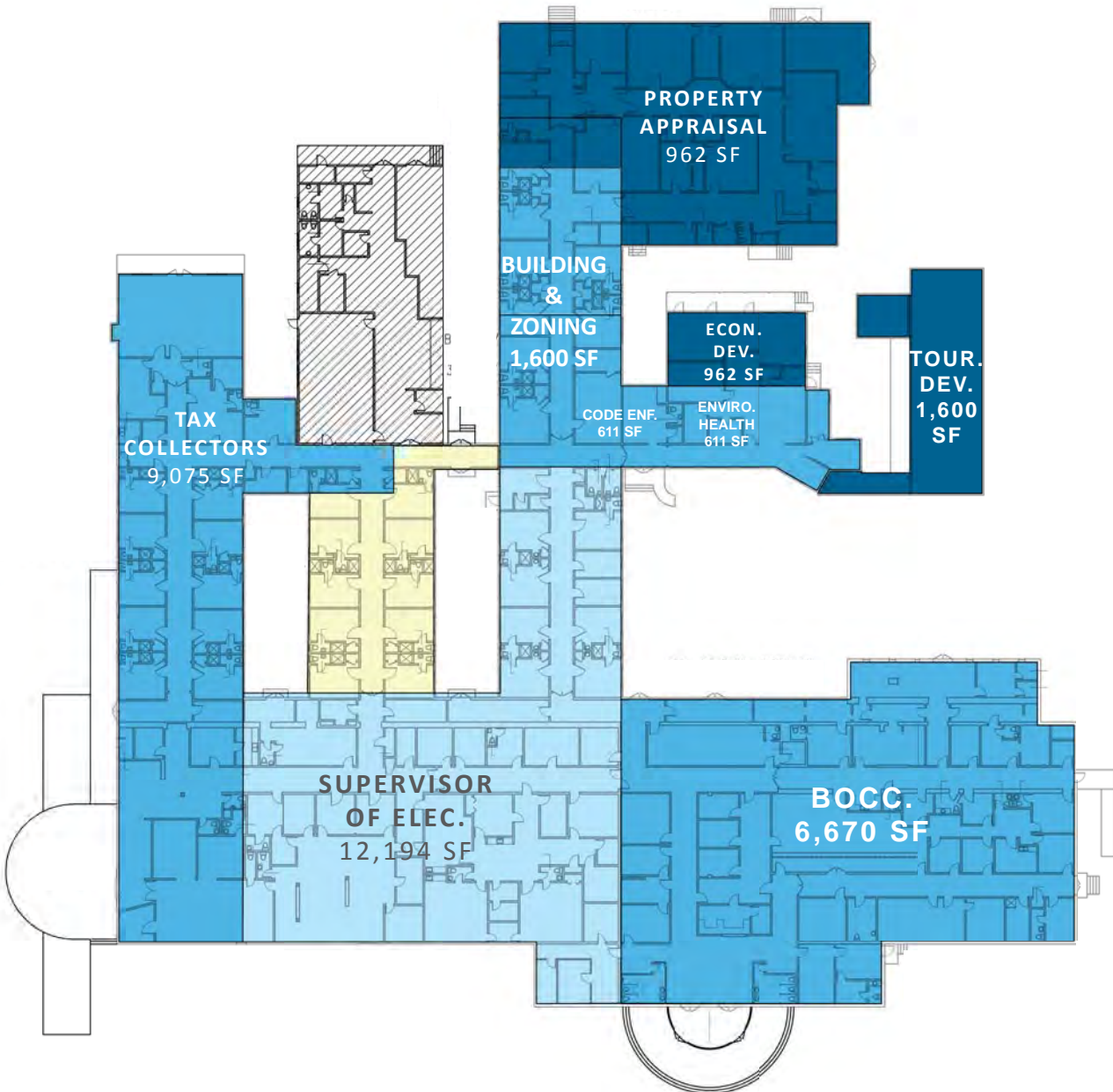
REQUIRED: 235; PROVIDED: 240

ADA SPACES REQUIRED: 9; PROVIDED 10



DUVAL STREET

FEASIBILITY STUDY



DUVAL STREET SITE

PARKING SPACE TOTALS:

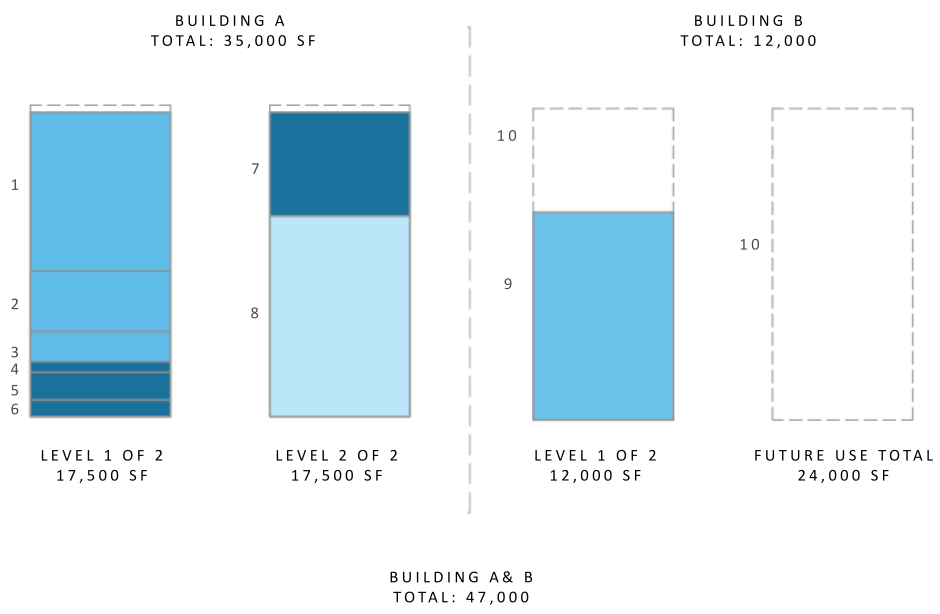
REQUIRED: 235; PROVIDED: 236

ADA SPACES REQUIRED: 9; PROVIDED 9



FRANKLIN - LAKE SHORE

FEASIBILITY STUDY



- KEY:
1. TAX COLLECTOR
9,075 SF
 2. BUILDING & ZONING
3,500 SF
 3. ENVIRONMENTAL HEALTH
1,738 SF
 4. CODE ENFORCEMENT
611 SF
 5. TOURIST DEVELOPMENT
1,600 SF
 6. ECONOMIC DEVELOPMENT
962 SF
 7. PROPERTY APPRAISAL
6,000 SF
 8. BOARD OF COUNTY COMIS
11,585 SF
 9. SUPERVISOR OF ELECTION
12,000 SF
 10. FUTURE USE
24,000 SF

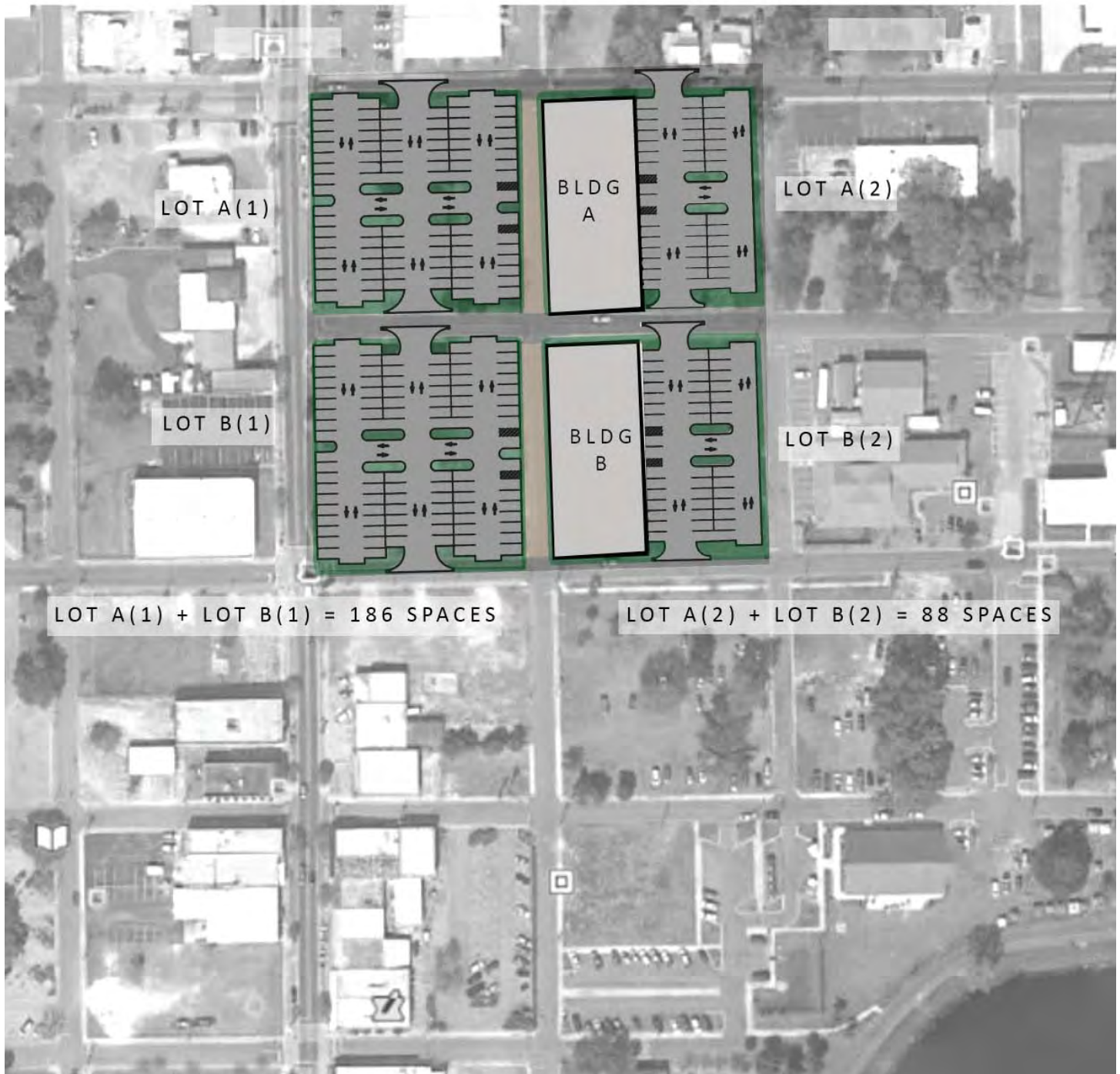
FRANKLIN - LAKE SHORE

SITE

PARKING SPACE TOTALS:

REQUIRED: 235; PROVIDED: 274

ADA SPACES REQUIRED: 12; PROVIDED



| BUDGET ANALYSIS |

The methodology for the following cost estimates varied depending upon the site scenario. For the two new building strategies, we used RS Means Construction Cost Data to find a national average cost for office buildings. This is expressed as a range including the lower quartile, the median, and the upper quartile. We generally assume the median value when preparing a budget analysis. These cost / sf numbers are then adjusted for location, the closest geographic location to Lake City in the Guide is Gainesville, FL at 84% of the national average. We then adjusted for inflation, assuming that the current inflation rate remains consistent over the next two years. The adjusted square foot cost is then multiplied by the program square footage to generate a reasonable budget number for each of the new building scenarios.

We obtained budget data for the site work from the county engineer, which were based on our site layouts. Finally, we provided allowances for permitting, calculated professional design fees, and added appropriate contingency percentages for budgeting stage calculations.

A site plan budget for the Crown Office Complex estimate was similarly derived. However the renovation calculations are arrived at in a different method. Because the existing interior layout of the spaces in this building do not align with the space needs of the County Offices, we assumed that in order to make the most efficient use of the space that this building would need to be essentially gutted. This means all the interior partitions, floors and ceilings would be removed, and a new interior layout would be created within the existing building shell. This resulted in separate demolition and construction estimates, both of which are derived also from RS Means Construction Cost Data. We also assumed that the existing HVAC system would require either major overhaul or replacement, electrical systems would also need to be largely replaced to bring them up to current code standards. Finally, plumbing systems would require attention. Other differences in the remodeling scenario include – a higher percentage for design fees associated with the building, and a higher contingency percentage. This is because the unknowns in a remodeling are inherently higher than in new construction, even in well maintained buildings. Finally, we included allowances for addressing some items noted with the building envelope, including replacing some windows (we assumed 20%) and re-roofing the flat roof areas.

B U D G E T A N A L Y S I S

LAKE JEFFREY

BUILDING AREA	Quantity
Board of County Commissioners	11585 sf
Supervisor of Elections	12000 sf
Tax Collector	9075 sf
Property Appraiser	5980 sf
Building & Zoning	3500 sf
Environmental Health	1738 sf
Code Enforcement	611 sf
Tourist Development	1600 sf
Economic Development	962 sf
Total (Gross)	47051 sf

SITE ACQUISITION		
Purchase Site	\$0	\$0

BUILDING BUDGET	1/4	Median	3/4
Means ¹ Cost / SF (Office Buildings)	\$142.00	\$176.00	\$246.00
SF Cost Adjusted for location (X 84.2%)	\$119.56	\$148.19	\$207.13
Cost Adjusted for Inflation (2.3% for 2018 & 2.3% for 2019)	\$125.13	\$155.09	\$216.77
Building Budget	\$5,887,359.57	\$7,297,009.05	\$10,199,228.56

SITE DEVELOPMENT		
New Asphalt Parking	\$306,667	
Pond Construction	\$223,611	
Hardscape & Landscape	\$302,500	
Mobilization	\$79,542	
Site Cost	\$912,319	\$912,319

PERMITS / SURVEYS / TESTING		
Geotechnical Testing	\$3,500	
Topographical/Site Survey (2% of Site Costs) ¹	\$16,656	
Permits (Allowance)	\$3,000	
Subtotal	\$23,156	\$23,156

¹ Calculation Does Not Include Site Mobilization Cost

PROFESSIONAL FEES	1/4	Median	3/4
Basic Professional Design Fee % (Architectural, HVAC, Electrical, Structural)	7.01%	7.01%	7.01%
	\$412,703.91	\$511,520.33	\$714,965.92
Interior Design Fee (Includes Design and Furn. Specs) ²	\$96,291.00	\$96,291.00	\$96,291.00
Furnishings & Equipment	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00
Site/Civil Engineering (23% of Site Costs) ¹	\$209,833.47	\$209,833.47	\$209,833.47
Construction Manager (5% of Bldg. & Site Costs)	\$339,983.95	\$410,466.43	\$555,577.40
Subtotal ³	\$1,058,812.33	\$1,228,111.23	\$1,576,667.80

¹ Calculation Does Not Include Site Mobilization Cost

² Fee assumes All New Furniture is Specified

³ Calculation Does Not Include FF&E Cost

ADDITIONAL SERVICES & EXPENSES			
Owner's Contingency Building (10% of Building Budget)	\$588,735.96	\$729,700.91	\$1,019,922.86
Owner's Contingency Sitework (25% of Site Budget)	\$208,194.45	\$208,194.45	\$208,194.45
Subtotal	\$796,930.40	\$937,895.35	\$1,228,117.30

	1/4	Median	3/4
BUDGET (Range)	\$8,678,577.31	\$10,398,490.64	\$13,939,488.66



Site Name Lake Jeffrey (New Site)
 Parcel # 25-3S-16-02284-001
 Jurisdiction Columbia County
 Zoning RSF/MH-2

Proposed Parking Area	138000 SF
Existing Parking Area	0 SF
Stormwater Pond Area	80500 SF
Building Area	47000 SF
Parking Required	235
Parking Provided	240

Parking/Stormwater Construction Estimate \$ 874,958.33

NOTES

- 1 - No boundary/topographic survey obtained. Parking shown may be reduced after acquiring boundary/topographic survey.
- 2 - County zoning is RSF/MH-2. Public buildings allowed by Special Exception Only. Parking requirements are 1 space per 200 SF.
 No geotechnical work performed. No permitting through SRWMD/FDOT/FDEP/other agencies performed.
- 3 - Conceptual design based on best case scenarios, and during actual design, parking/pond areas may increase or decrease.
- 4 - No environmental audits/assessments performed
- 5 - No off site improvements estimated



B U D G E T A N A L Y S I S

LAKE JEFFREY

COST ESTIMATING

	UNITS	QUANTITY	UNIT COST	TOTAL
ASPHALT REMOVAL/REHAB/PREP	SY	0	\$ 10.00	\$ -
NEW ASPHALT PARKING	SY	15333.333	\$ 20.00	\$ 306,666.67
POND CONSTRUCTION	CY	14907	\$ 15.00	\$ 223,611.11
MOBILIZATION		15%		\$ 79,541.67
CONTINGENCY		25%		\$ 132,569.44
ENGINEERING/SURVEYING		25%		\$ 132,569.44
			TOTAL	\$ 874,958.33



B U D G E T A N A L Y S I S

DUVAL PLACE

BUILDING AREA	Quantity	
Board of County Commissioners	12789 sf	
Supervisor of Elections	12772 sf	
Tax Collector	9075 sf	
Property Appraiser	5980 sf	
Building & Zoning	3601 sf	
Environmental Health	1738 sf	
Code Enforcement	611 sf	
Tourist Development	1984 sf	
Economic Development	974 sf	
Additional Unassigned Space	2745 sf	
Total (Gross)	52269 sf	
BUILDING / SITE ACQUISITION		
Purchase Building and Site	\$3,800,000	\$3,800,000
BUILDING BUDGET		
Selective Building Demolition (Architectural & MEP) ⁴	\$454,854.66	
Building Construction (Architectural & MEP) ⁴	\$5,203,814.37	
Building Budget	\$5,658,669.03	\$5,658,669.03
⁴ See Attached Demolition & Construction Backup Calculations Page		
SITE DEVELOPMENT		
Asphalt Removal/rehab/Prep	\$90,126	
New Asphalt Parking	\$248,629	
Pond Construction	\$44,639	
Mobilization	\$57,509	
Site Cost	\$440,902	\$440,902
PERMITS / SURVEYS / TESTING		
Geotechnical Testing	\$3,500	
Topographical/Site Survey (2% of Site Costs) ¹	\$7,668	
Permits (Allowance)	\$3,000	
Subtotal	\$14,168	\$14,168
¹ Calculation Does Not Include Site Mobilization Cost		
PROFESSIONAL FEES		
	Renovation	
Basic Professional Design Fee % (Architectural, HVAC, Electrical, Structural)	8.03%	\$454,391.12
Interior Design (Includes Design, Furniture Specs, & CA) ²		\$106,509.00
Furnishings and Equipment		\$1,200,000.00
Site/Civil Engineering (23% of Site Costs) ¹	23.00%	\$88,180.47
Construction Manager (Building & Site Costs)	5.00%	\$494,978.57
Subtotal ³		\$1,144,059.16
¹ Calculation Does Not Include Site Mobilization Cost		
² Fee assumes All New Furniture is Specified		
³ Calculation Does Not Include FF&E Cost		
ADDITIONAL SERVICES & EXPENSES		
Owner's Contingency (15% of Building Budget)		\$848,800.35
Owner's Contingency (25% of Site Budget)		\$87,694.20
Subtotal		\$936,494.55
BUDGET		\$11,057,798.40



B U D G E T A N A L Y S I S

DUVAL PLACE

Duval Place Demolition & Construction Backup Calculations

SELECTIVE DEMOLITION	Quantity	Cost per s.f.	Cost
Walls (Metal or Wood studs w/ gyp. Bd. Both sides; 10' tall)	46647 sf	\$2.82	\$131,544.54
Window Replacement Allowance (approx. 30% of windows)	25 ea	\$96.00	\$2,400.00
Ceilings (Suspended ceiling, mineral fiber, on suspension system)	52720 sf	\$0.80	\$42,176.00
Doors (Metal 3'x7' doors)	326 ea	\$26.50	\$8,639.00
Flooring (Carpet - 80% of flooring)	42176 sf	\$0.52	\$21,931.52
Flooring (Composition tile - 20% of flooring)	10544 sf	\$2.40	\$25,305.60
Selective Demolition MEP			\$222,858.00
Total			\$454,854.66

NEW / REMODEL BUDGET (RSM e a n s)	Quantity	Cost per s.f.	Cost
Walls (10' tall)	46647 sf	\$8.21	\$382,971.87
<i>6" Metal Studs w/ 5/8" Gyp. Bd. Both sides</i>			
<i>Unfaced Batt Insulation R19</i>			
<i>Level 4 Finish on Gyp. Bd.</i>			
<i>Paint</i>			
Acoustical Ceilings (Suspended ceiling system)	52720 sf	\$5.20	\$274,144.00
<i>2' x 2' x 5/8" mineral fiber tiles</i>			
<i>Tegular Profile</i>			
<i>Heavy Duty Metal Grid and Suspension Brackets</i>			
Doors (Hollow Metal)	326 ea	\$724.00	\$236,024.00
<i>3'x7' Doors</i>			
<i>Hollow Metal Frames</i>			
Casework - Break Rooms (Grade 1)	76 l.f.	\$562.00	\$42,712.00
Casework - Reception/DMV/Conference Rooms (Grade 2)	329 l.f.	\$1,120.00	\$368,480.00
Casework - Board Room (Grade 3)	63 l.f.	\$1,680.00	\$105,840.00
Flooring (Carpet tile - 80% of flooring)	4686 s.y.	\$35.50	\$166,353.00
Resilient Flooring (12"x12"x1/8" Vinyl tile - 20% of flooring)	10544 sf	\$8.80	\$92,787.20
Flooring Base (Resilient base, 4" base)	4665 l.f.	\$3.02	\$14,087.30
New MEP (HVAC, Electrical, Plumbing)			\$3,070,488.00
New Total			\$4,753,887.37
Re-roof (flat roof areas only)	25231 sf	\$17.00	\$428,927.00
Window Replacement Allowance (approx. 30% of windows)	25 ea	\$840.00	\$21,000.00
Remodel Total			\$5,203,814.37



Site Name Duval Place (Hospital)
 Parcel # 31-3s-17-06175-000
 Jurisdiction City of Lake City
 Zoning RO

Proposed Parking Area	111883 SF
Existing Parking Area	81113 SF
Stormwater Pond Area	16070 SF
Building Area	57000 SF
Parking Required	285
Parking Provided	255

Parking/Stormwater Construction Estimate \$ 632,599.00

NOTES

- 1 - No boundary/topographic survey obtained. It appears some improvements are located 'off site', therefore parking provided may be reduced after acquiring boundary survey.
- 2 - City zoning is RO. Public buildings allowed by Special Exception Only. Parking requirements are 1 space per 200 SF.

No geotechnical work performed. No permitting through SRWMD/FDOT/FDEP/other agencies performed.
- 3 - Conceptual design based on best case scenarios, and during actual design, parking/pond areas may increase or decrease.
- 4 - No environmental audits/assessments performed
- 5 - No off site improvements estimated



B U D G E T A N A L Y S I S

DUVAL PLACE

COST ESTIMATING

	UNITS	QUANTITY	UNIT COST	TOTAL
ASPHALT REMOVAL/REHAB/PREP	SY	9012.5556	\$ 10.00	\$ 90,125.56
NEW ASPHALT PARKING	SY	12431.444	\$ 20.00	\$ 248,628.89
POND CONSTRUCTION	CY	2976	\$ 15.00	\$ 44,638.89
MOBILIZATION		15%		\$ 57,509.00
CONTINGENCY		25%		\$ 95,848.33
ENGINEERING/SURVEYING		25%		\$ 95,848.33
			TOTAL	\$ 632,599.00



B U D G E T A N A L Y S I S

FRANKLIN-LAKE SHORE

BUILDING AREA	Quantity		
Board of County Commissioners	11585 sf		
Supervisor of Elections	12000 sf		
Tax Collector	9075 sf		
Property Appraiser	5980 sf		
Building & Zoning	3500 sf		
Environmental Health	1738 sf		
Code Enforcement	611 sf		
Tourist Development	1600 sf		
Economic Development	962 sf		
Total (Gross)	47051 sf		
SITE ACQUISITION			
Purchase Site	Unknown	Unknown	
BUILDING BUDGET			
	1/4	Median	3/4
Means' Cost / SF (Office Buildings)	\$142.00	\$176.00	\$246.00
SF Cost Adjusted for location (X 84.2%)	\$119.56	\$148.19	\$207.13
Cost Adjusted for Inflation (2.3% for 2018 & 2.3% for 2019)	\$125.13	\$155.09	\$216.77
Subtotal	\$5,887,359.57	\$7,297,009.05	\$10,199,228.56
Existing Building Demolition ⁴	\$129,740.00	\$129,740.00	\$129,740.00
Building Budget	\$6,017,099.57	\$7,426,749.05	\$10,328,968.56
⁴ See Attached Demolition & Construction Backup Calculations Page			
SITE DEVELOPMENT			
Asphalt Removal	\$118,056		
New Asphalt Parking	\$299,156		
Hardscape & Landscape	\$197,000		
Mobilization	\$62,582		
Site Cost	\$676,793	\$676,793	
PERMITS / SURVEYS / TESTING			
Geotechnical Testing	\$3,500		
Topographical/Site Survey (2% of Site Cost) ¹	\$12,284		
Permits (Allowance)	\$3,000		
Subtotal	\$18,784	\$18,784	
¹ Calculation Does Not Include Site Mobilization Cost			
PROFESSIONAL FEES			
	1/4	Median	3/4
Basic Professional Design Fee % (Architectural, HVAC, Electrical, Structural)	7.01%	7.01%	7.01%
	\$412,703.91	\$511,520.33	\$714,965.92
Interior Design fee (Includes Design and Furniture Specs) ²	\$96,291.00	\$96,291.00	\$96,291.00
Furnishings & Equipment (FF & E)	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00
Site/Civil Engineering (23% Site Costs) ¹	\$155,662.34	\$155,662.34	\$155,662.34
Construction Manager (5% of Bldg. & Site Costs)	\$334,694.62	\$405,177.09	\$550,288.07
Subtotal ³	\$999,351.87	\$1,168,650.77	\$1,517,207.33
¹ Calculation Does Not Include Site Mobilization Cost			
² Fee assumes All New Furniture is Specified			
³ Calculation Does Not Include FF&E Cost			
ADDITIONAL SERVICES & EXPENSES			
Owner's Contingency Building (10% of Building Budget)	\$588,735.96	\$729,700.91	\$1,019,922.86
Owner's Contingency Sitework (25% of Site Budget)	\$153,552.78	\$153,552.78	\$153,552.78
Subtotal	\$742,288.74	\$883,253.69	\$1,173,475.64
	1/4	Median	3/4
BUDGET (Range) ⁵	\$8,454,317.19	\$10,174,230.52	\$13,715,228.54

⁵ Calculation Does Not Include Site Acquisition Cost.



B U D G E T A N A L Y S I S

FRANKLIN-LAKE SHORE

Franklin St. Demolition & Construction Backup Calculations

STRUCTURE DEMOLITION	Quantity	Cost per s.f.	Cost
Abandoned House (Franklin Site #1)	4650 sf	ea.	\$16,100.00
Hair Salon Brick Building (Franklin Site #2)	13500 C.F.	\$0.40	\$5,400.00
Large Stucco Buildings (Future Parking Area - Franklin Site)	264000 C.F.	\$0.41	\$108,240.00
<i>Total</i>			<u>\$129,740.00</u>



Site Name	Franklin - Lake Shore		
Parcel #	Several Parcels along Franklin, Leon Streets		
Jurisdiction	City of Lake City		
Zoning	RO		
	Proposed Parking Area	134620 SF	
	Existing Parking Area/Buildings	42500 SF	
	Stormwater Pond Area	0 SF	
	Building Area	72000 SF	*2 story
	Parking Required	360	
	Parking Provided	330	

Parking/Stormwater Construction Estimate \$ 688,398.33

NOTES

- 1 - No boundary/topographic survey obtained. Parking shown may be reduced after acquiring boundary/topographic survey.
- 2 - City Zoning is RO. Public buildings allowed by Special Exception Only. Parking requirements are 1 space per 200 SF.

No geotechnical work performed. No permitting through SRWMD/FDOT/FDEP/other agencies performed.
- 3 - Conceptual design based on best case scenarios, and during actual design, parking/pond areas may increase or decrease.
- 4 - No environmental audits/assessments performed
- 5 - No off site improvements estimated



B U D G E T A N A L Y S I S

FRANKLIN-LAKE SHORE

COST ESTIMATING

	UNITS	QUANTITY	UNIT COST	TOTAL
ASPHALT REMOVAL/REHAB/PREP/Building Demo	SY	4722.2222	\$ 25.00	\$ 118,055.56
NEW ASPHALT PARKING	SY	14957.778	\$ 20.00	\$ 299,155.56
POND CONSTRUCTION	CY	0	\$ 15.00	\$ -
MOBILIZATION		15%		\$ 62,581.67
CONTINGENCY		25%		\$ 104,302.78
ENGINEERING/SURVEYING		25%		\$ 104,302.78
			TOTAL	\$ 688,398.33





3720 NW 43rd Street, Suite 106
Gainesville, Florida 32606
Phone: 352-372-6967 / Fax: 352-372-7232
www.CampbellSpellicy.com
Certificate of Authorization: 00008813

EMAIL

March 28, 2018

Mr. Mick Richmond
Brame Heck Architects, Inc.
m.richmond@brameheck.com

RE: Columbia County Administration Building
MEP Feasibility Analysis
CSEI Project No. 18023

Dear Mr. Richmond:

The purpose of this letter is to provide an analysis of three potential options for the Columbia County Administration Building in terms of mechanical, electrical, and plumbing feasibility, system configurations, initial cost, and life cycle cost. Our intent is to outline the most likely MEP scopes for each of the three proposed architectural options and highlight the pros and cons of each from the engineered systems perspective.

The three options presented for review include two potential new construction sites (Lake Jeffery and Franklin) as well as the potential renovation of an existing hospital building (Duval Place). At this point in the development process, even though the two new construction options may have different site requirements and overall building footprint, we will treat the MEP system conclusions and budget analysis as identical on a per square foot level. Therefore, we will consider only a generic new construction option versus the option for renovation of Duval Place. Based on the preliminary architectural diagrams, the new construction option would be 47,051 sf while the area of renovation at Duval Place would be 49,524 sf.

New Construction Option Proposed MEP Scope:

The HVAC system would consist of a central heating and cooling plant consisting of multiple air-cooled chiller systems and multiple high efficiency gas-fired (LP or natural pending availability) condensing boilers. Chilled water and heating hot water pumps would be provided at the plant to the distribution chilled water and heating hot water piping loops. VFDs will be provided for all pumps to create variable primary chilled and heating hot water distribution systems. Central station variable air volume air handling units would be provided throughout the building (likely one per department or building compartment). Within each AHU system footprint, VAV terminals (30% minimum airflow with hot water reheat coils) would be provided within each thermal zone. All areas would be provided with fully ducted supply and return systems and all required controllers, thermostats, etc. for optimized variability and turndown. Exhaust systems will be provided for all restrooms, janitorial spaces, and other user-specific areas as required by Code. A building automation system would be provided to integrate all mechanical equipment to a single front-end interface for ease of maintenance and energy management. Based on the area of the building, it is estimated that the total HVAC system would provide approximately 150 tons of cooling, approximately 1,500,000 btu/h of heating to serve approximately 8 AHUs providing a total of approximately 75,000 cfm supply air.

The electrical service for the proposed new building would be approximately 1200A at 480V-3ph. Main distribution gear would be provided, likely near the main mechanical plant equipment, and subpanels 480V and 208V would be provided throughout the building to serve all building power loads. We are assuming as well that the Supervisor of Elections user group will require

an optional standby generator system to ensure voting operations are uninterrupted in the event of a power outage and to protect all building IT infrastructure. Preliminarily, we are estimating that this generator would be approximately 100 kW. This generator would provide optional standby loads as well as life safety loads (fire alarm, egress lighting, fire pump, etc), and as such would require two automatic transfer switches for creating two separate branches of generator power.

The entire building would be provided with LED fixtures, full dimming and occupancy controls, and the necessary controllers for automatically controlling receptacles in offices and modular furniture as required by the Energy Conservation Code. It is assumed that the majority of spaces will have standard recessed LED fixtures, with a few spaces (conference rooms, lobbies, etc) having specialty lighting fixtures and design elements.

A full building fire alarm system will be provided in compliance with NFPA 72-2013. Conduits and boxes will be provided for data, communications, AV, security, and other user-coordinated systems with wiring and devices for these systems provided by the Owner's vendor.

New plumbing fixtures will be provided as outlined by the architectural design and new sanitary and domestic water piping (cold water, hot water and hot water return) will be provided to serve all areas of the building. Domestic hot water will be provided via central gas-fired water heaters and a re-circulating pump.

An automatic fire sprinkler system will be provided for all spaces in compliance with NFPA 13-2013. Given the location and size of the building, it is assumed that a fire pump and storage tank.

Renovation of Duval Place - MEP Scope:

Because the usage and general size of the building is similar to the proposed new building, all MEP/FP systems would be recommended to match those previously outlined (chilled water, hot water, sprinklers, generator power, etc). The primary difference for the renovation option will be that much of the existing systems provided specifically for the hospital would need to be removed and/or reconfigured before the new systems could be provided.

Mechanically, the HVAC systems serving a hospital are very different in form and function, especially those which serve operating rooms, patient rooms, clean-rooms, and pharmacy areas. The AHUs for areas that house more circulation and administrative areas are likely less unique. In either case though, the HVAC loads and ventilation requirements will differ greatly with the proposed office usage. For that reason, and given the age and likely condition of the equipment, ductwork, air distribution, etc., it would be recommended that HVAC systems be removed entirely. The only exception to this may be the existing heating and cooling plant equipment, which could be retained and operated until the need for their replacement. Again, though, because of the age and efficiencies, it is likely that replacement of this equipment would be the recommended approach to permit proper sizing and improved efficiency, reliability, and controllability. The suitability of the existing equipment would need to be confirmed based on the final load calculations, but for the purposes of this analysis we will assume that no portions of the existing HVAC system would be reused.

The other main difference in the HVAC system would be overall load. The area of renovation at Duval Place is 49,524 sf. Given the age of the building, envelope (wall/roof) insulation value, glazing insulation and shading, etc. the overall heating and cooling loads associated with the renovation would be approximately 20% higher per sf than that of a code-compliant newly constructed building. This discrepancy could be reduced by performing envelope upgrades, but the payback associated with these improvements would likely not justify performing them. Based on these estimates, the overall building cooling system for the Duval Place renovation would need to be approximately 180 tons, the overall building heating system would need to be approximately 1,900,000 btu/h, and the overall AHU airflow would be approximately 98,000 cfm.

As with the mechanical systems, the electrical system configuration would be very similar to that proposed for the new construction option. However, because of the increases in HVAC loads, the electrical service and system component sizes would increase (estimated 1500A service at 480V-3ph). All other electrical, power, data, lighting, and generator systems would be similar in configuration. It should be noted that nearly all of the existing electrical system will likely need to be removed because of the specific system requirements associated with hospital electrical systems. The new office usage would not require these specifics and therefore would need to essentially start from scratch with a new distribution system.

All plumbing systems would be similar to those proposed for the new construction, with the exception that some of the existing underground sanitary piping and existing domestic water piping may be able to be reused. This would depend ultimately on the total fixture loads and the proximity of the new restrooms/fixtures to those existing in the hospital currently. Given the propensity of plumbing piping throughout a typical hospital, it is likely that the plumbing costs would be less for the renovation than the new construction. The only caveat to this would be if any of the existing underground piping was deteriorated or if the existing building services were insufficient in size for the total loads.

As with the plumbing, the fire protection system would be slightly less expensive as the service equipment, main piping, fire pump, etc. are likely in place already and the only scope would be modification of existing head locations and branch piping. It is assumed at this point that the hazard class would be lowered as part of the renovation and that sufficient pressure and flow are achievable with the existing fire protection service at the hospital.

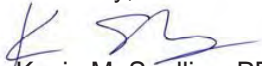
Summary of Comparisons

In general, it is our expectation that the MEP systems associated with the new construction option as a whole would be less expensive initially to install and would be far more efficient over the life of the building compared to the renovation of Duval Place. Because so little of the existing MEP systems in the existing hospital building will be able to be reused, there is little benefit (from the MEP perspective) to be gained through renovating the existing building.

If some of the existing plant equipment and electrical service gear was of the correct size and in operable condition, the renovation option could be reduced in cost significantly, making it more attractive from an initial cost perspective. However, given the age of this equipment, it would need to be budgeted for replacement within 5-7 years of the building being occupied. This fact, in addition to the increased size and lower efficiencies of the equipment in the renovation option, would dramatically increase the life cycle cost of the renovation option over the new construction. Therefore, even if portions of the existing systems could be reused, our recommendation, in the interest of overall cost-benefit and life cycle analysis, would be to pursue either of the new construction options being presented.

Please let us know if there are any questions regarding our analysis or if there are any details that we can clarify further.

Sincerely,



Kevin M. Spellicy, PE, LEED AP
President

KMS

N:\18023\Correspondence\L-01 (MEP Feasibility Analysis).docx

From: [Elisabeth Manley](#)
To: [Mick Richmond](#)
Cc: [Eva Kirkman](#)
Subject: RE: Columbia County
Date: Wednesday, March 28, 2018 11:51:34 AM

Mick-

Please see below re order of magnitude/decision making pricing (not bid pricing) and just let me know if you need anything further.

Downtown Option – plaza area only

- General input- Will need to remove all road base and replace with clean fill for a minimum of 36" depth for any planting areas. Plaza would offer a nice transition from large parking area.
- Enhanced paving (concrete unit pavers, brick pavers, etc) = approx. \$10-15/SF
- Assume 20 canopy trees along outside of plaza = \$400/ea = round up to \$10,000
- Assume 4x8' tree cut outs with groundcover in paving versus tree grates = \$2,000 in groundcover plantings
- Assume 4 litter receptacles (\$1000 ea) and 8 benches (\$2000 ea) = \$20,000
- Pedestrian lighting? \$7000/ea?
- Outdoor power risers? \$5000/ea
- Beyond plaza area – likely trees in all parking lot islands and a continuous hedge around parking lots.
- Assumes no seatwalls or retaining walls

Lake Jeffery Option – entry plaza area only

- General input- Likely smaller area overall but could be a very nice courtyard/entry experience
- Enhanced paving (concrete unit pavers, brick pavers, etc) = approx. \$10-15/SF
- Assume 10 canopy trees along outside of plaza = \$400/ea = round up to \$5,000
- Assume landscape area around outside of central main paved plaza area, between plaza and building facade, 10-15' wide = \$20,000 in groundcover/shrubs plantings
- Assume 3 litter receptacles (\$1000 ea) and 6 benches (\$2000 ea) = \$15,000 OR could also provide umbrella tables, assume 4 at \$4000/ea = \$16,000
- Pedestrian lighting? \$7000/ea?
- Outdoor power risers? \$5000/ea
- Beyond plaza area – likely trees in all parking lot islands and a continuous hedge around parking lots. Likely also tree and some ornamental grass plantings around retention pond
- Assumes no seatwalls or retaining walls

Thank you-

Elisabeth



CONCLUSIONS / OBSERVATIONS

DEVELOPMENT COST

It is tempting to base a decision solely or primarily on the basis of project development or **first cost**, and our budget analysis attempts to arrive at a “bottom line” for each scenario, however a straight “apples to apples” comparison is difficult. Using the Lake Jeffrey site as a baseline, we will compare it first to the Franklin Street site and then to the Duval Place building to point out some factors that require consideration.

While the analysis indicates the overall budget for the Lake Jeffrey being higher than the downtown site, the Lake Jeffrey site is already owned by the County, and therefore does not need to be purchased. The Downtown site would need to be purchased, and some demolition would need to be done. The actual cost of purchasing this property is unknown. However, because the downtown site is more compact, and storm water would not be dealt with on site, the actual development cost of the downtown site excluding the purchase of the property is somewhat lower. As mentioned above, we assume the building cost for both of these sites would be more or less equal, and used the same cost/sf figure for both. Therefore, looking at just the development cost, the Lake Jeffrey site appears to be more attractive *unless the cost of site acquisition is ignored*, in which case the Franklin Street site is the better option.

Comparing the two **new building** options with the **renovation** option at Duval place, the development costs are slightly higher, but still within the same range. To develop a cost/sf for the renovation of this building, we did calculations using *RS Means* as a reference that included demolition of the existing interior partitions and finishes, and re construction new interior partitions and finishes. We also obtained renovation costs for associated HVAC, Power, Lighting, Fire Protection, communications, etc., expressed also as costs/sf. This building is larger than the program requires, even when excluding the area occupied by the Red Cross. Since we felt that the additional area would need to at least be minimally renovated, this partially offsets the lower construction cost. Because any existing building presents unforeseen challenges in renovation, we included a higher contingency percentage in this scenario. Additionally, design fees will be somewhat higher for this option due to complexities inherent in renovations. (Design fees were generally derived from the State of Florida DMS Guide for Architectural and Engineering services.)

LIFE CYCLE

A life cycle cost analysis was not performed in the context of this study, and would be prone to large errors without first carefully surveying the existing building and doing more preliminary design of the new building options. However, we can make some general statements about the comparative operating and life cycle costs of the options. The property appraiser’s website indicates that the existing building at Duval Place was originally constructed in 1962. We understand that most of the building footprint is newer than that, we would suspect that portions of the building will be nearing the end of their expected serviceable life. This cannot be confirmed without an extensive survey of the building. Operating costs are a more predictable and calculable factor. In the renovated building, the thermal envelope will certainly not be in compliance with current energy code requirements, meaning that the HVAC system required to heat and cool the space will be sized larger, and require more energy to maintain an acceptable thermal comfort range. This will result in higher energy costs. Two other factors

also come into play, 1) the overall size of the building volume, and 2) the volume-to-envelope ratio. The new buildings would be obviously constructed with a footprint that was sized to accommodate the current space needs, plus some room for expansion. In other words, they would be sized to accommodate their program. The renovated building is larger than required, and therefore includes unoccupied areas/volumes that would need to be conditioned. (It is not recommended under any circumstances to leave parts of the building unconditioned.) Regarding the envelope/area ratio, the existing building was designed with narrow floor plates and exposure to courtyard spaces to bring daylight into patient rooms (the building was formerly a hospital). While this is beneficial from a daylighting perspective, it results in more exterior envelope than in either of the new building scenarios¹. This results in a larger exterior envelope that is also lower performing. From a building Envelope perspective, the most desirable shape would be the Franklin Street buildings, followed by the Lake Jeffrey Site, and finally the Duval Place building.

We generally feel that a new building will offer the longer term solution, will start out with the most up-to-date systems, equipment and standards and will serve the County for the lowest cost, especially when life cycle operating costs are considered.

FUTURE GROWTH

All three options present space for future growth, but the amount of space available differs. Ranking them in order, the Lake Jeffrey site has the most room, followed by the Franklin Street site, and then the Duval Place Building.

LOCATION

It is our understanding that there is a desire to locate this facility nearer to the downtown area. The three sites rank fairly obviously in this case with the Franklin Street site first, the Duval Place site second and the Lake Jeffrey site last.

LOGISTICS

Construction logistics will be more cumbersome in the Duval Place building. This is mainly because the departments currently occupying the space would need to move out, then move back in, essentially doubling the cost of moving.

¹ To quantify this somewhat, the Lake Jeffrey footprint we have shown has a perimeter measuring 1300 linear feet of exterior envelope, while the existing building at Duval Place has a perimeter of nearly twice that, or 2426 linear feet. The footprint of the two-building downtown option has a perimeter of about 1160 linear feet. This is a 2 story option, so the envelope would be double that, at 2320. However, comparing this option to the Duval Place site, the roof area is less than half the size, so the overall envelope is less.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: March 28, 2018 Meeting Date: April 5, 2018

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Requesting Board approval of two settlement agreements negotiated by insurance defense counsel

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item

MEMORANDUM

To: Board Agenda, April 5, 2018

From: Joel F. Foreman

Re: **Approval of Settlements as to County**

**DERIC PAYNTER; KASEY PAYNTER,
Plaintiffs,**

v.

**C&G of LAKE CITY, a Florida Profit Corporation, d/b/a C&G MOBILE HOMES;
COLUMBIA MOBILE HOME SERVICE, a Florida Profit Corporation; DAVID HALL'S
AIR CONDITIONING & HEATING SERVICES, a Florida Profit Corporation;
COLUMBIA COUNTY, FL.,
Defendants.**

Case No.: 2017-CA-0272

Date: March 28, 2018

The County is a named defendant in the above-referenced case. The allegations against the County are essentially that the plaintiffs alleges that the County negligently issued a Certificate of Occupancy for a mobile home residence and "failed to comply with statutory established motor home installation standards".

The County denies these allegations and the law firm of Bell & Roper, PA was employed by the Florida Association of Counties to defend the County's interests in that action.

Attached are two releases that, if signed, would remove the County as defendant in this action. The settlement amounts are \$2,500.00 to each of the named plaintiffs, Deric and Kasey Paynter. Although the County denies any liability to these plaintiffs, the settlement sums are within range of or less than the costs of defending the claim. If the County does not accept this settlement at this time the case will continue with the County as party, all at increased costs.

I recommend approval of both agreements.

GENERAL RELEASE AND SETTLEMENT AGREEMENT

DEFINITIONS

A. As used in this General Release and Settlement Agreement the term “PLAINTIFF” shall mean DERIC PAYNTER, a married man, as well as his heirs, executors, administrators, personal representatives, attorneys, successors, and assigns, singular or plural, where ever the context so admits or requires.

B. As used in this General Release and Settlement Agreement the term “DEFENDANT” shall mean COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, a governmental entity as well as its respective past, present and future agents, agencies, officials, commissioners, employees, Boards, representatives, attorneys, successors and assigns in both its individual and official capacities, and any entity or person in privity with it, jointly or severally, singular or plural, wherever the context so admits or requires.

C. As used in this Settlement Agreement and General Release, the term “INSURER” shall mean all insurers and third-party administrators of the COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, including but not limited to, FLORIDA ASSOCIATION OF COUNTIES (“FACT”) as well as its respective agents, officers, officials, employees, representatives, successors and assigns, jointly or severally, singular or plural, where ever the context so admits or requires.

RECITALS

Whereas on or about May 13, 2013, Plaintiff alleges that Defendant negligently issued a Certificate of Occupancy for the mobile home residence located at 1083 Northwest Hamp Farmer, Lake City, Florida 32055 and failed to comply with statutory established motor home installation standards (hereinafter referred to as the “incident”); and

WHEREAS, as a result of the aforesaid incident, Plaintiff claims to have been damaged in the form of damage to property, alternate housing costs, loss of land use, replacement of household goods/furnishings, replacement of clothing, paying for doctor visits/medications for treating respiratory illnesses, pain and suffering, loss of credit worthiness, financial loss in the form of loss of property investment, and respiratory disease—specifically suffered by his young infant child; and

WHEREAS as a result of the aforesaid incident, Plaintiff filed a Complaint in the Circuit Court in and for Columbia County, Florida captioned: DERIC PAYNTER; KASEY PAYNTER, Plaintiffs, v. C&G of LAKE CITY, a Florida Profit Corporation, d/b/a C&G MOBILE HOMES; COLUMBIA MOBILE HOME SERVICE, a Florida Profit Corporation; DAVID HALL’S AIR CONDITIONING & HEATING SERVICES, a Florida Profit Corporation; COLUMBIA COUNTY, FL., Case No.: 2017-CA-0272 (hereinafter referred to as “lawsuit”);

WHEREAS Plaintiff has agreed to accept the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00), in full compromise and settlement of any and all claims he may have, where now not known or contemplated against Defendant and Insurer arising out of or resulting from the above described incident, and/or lawsuit, and further agree to dismiss, with prejudice, any and all suits that are currently pending or that may be filed in the future against said Defendant arising out of the above described incident;

NOW THEREFORE know all men by these presents, that the said and undersigned Plaintiff, for and in consideration of the payment of the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00), to him in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge Defendant and Insurer of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which Plaintiff ever had, now has, or which any personal representative, successor, heir, or assign of Plaintiff, hereafter can, shall or may have, against Defendant and Insurer by reason of any matter, cause or thing, from the beginning of the world to the date of these presents including, but not limited to, to the above

described incident and all claims which were or could have been asserted in that certain lawsuit referenced above, and including, but not limited to, any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, expenses, attorney's fees, civil rights violations, federal claims, state statutory or common law claims, loss of capacity for the enjoyment of life, injunctive or declaratory relief, lost wages, property damage, impairment of earning capacity, bodily injury, physical, emotional or psychological injury, mental anguish, pain and suffering, past and future medical expenses, inconvenience, humiliation or damage to reputation.

Plaintiff further states that at the time of the execution of this General Release and Settlement of Claim there are no outstanding claims by way of reimbursement or subrogation by attorneys, insurance carriers, medical providers or other entities for amounts paid on behalf of Plaintiff by reason of the incident which is described above, or, in the alternative, if it becomes known that Plaintiff concealed any known claims at the time of the execution of this General Release and Settlement of Claim then Plaintiff will satisfy any such claims which may be outstanding at the present time, including, but not limited to, any other medical liens, insurance liens, outstanding liens and/or liens held by Medicaid and/or Medicare or any other federal or state agency, or attorneys' charging liens.

This General Release and Settlement of Claim shall not be construed as an admission of liability or responsibility by the Defendant and Insurer but is rather a compromise settlement designed to avoid further expense associated with litigation. The Defendant and Insurer specifically deny liability for the claims brought by Plaintiff, deny all allegations of Plaintiff and deny any wrongdoing whatsoever.

Plaintiff acknowledges and agrees that this is a General Release of all Claims. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect the Plaintiff's decision to enter into this settlement and provide this General Release. Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact.

The undersigned further warrants that no promise or inducement not herein expressed has been made, that payment of above mentioned sum is in full compromise settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that this Release is given in good faith and discharges Defendant and Insurer from all liability for contribution to any other alleged tortfeasor; that the undersigned is over 21 years of age, legally competent to execute this Release, have read the contents of this Release, have received advice of counsel

and sign this General Release with full knowledge and appreciation of its meaning.

The Plaintiff further states that while he hereby releases all claims against the Defendant, its agents and employees, the payment hereunder does not satisfy all of their damages resulting from the accident, including, but not limited to, past and future medical and health care expenses which may have been incurred or may be incurred in the future and which is not being paid in this settlement. The Plaintiff further reserves his right to pursue and recover all unpaid damages from any person, firm or organization who may be responsible for payment of such damages including any first party health and automobile insurance coverage, but such reservation does not include the Defendant, Insurer or their agents or employees.

ATTORNEY'S FEES

Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein and all related matters.

DISMISSAL DROPPING SETTLING PARTIES AS DEFENDANT

Following receipt of settlement funds and the execution of this release and settlement agreement, counsel for Plaintiff has, or will, in the immediate future, deliver to counsel for the Defendant an executed dismissal with prejudice of the Defendant as a party to the pending action. The Plaintiff has authorized Plaintiff's counsel to execute the dismissal on his behalf and hereby authorizes counsel for the

Defendant to file the dismissal with the court and enter it as a matter of records. The court shall retain jurisdiction as to any remaining parties and for enforcing the terms of this settlement.

DERIC PAYNTER

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing General Release and Settlement of All Claims was acknowledged before me this ____ day of _____, 2018, by DERIC PAYNTER, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public

My Commission Expires:

TIMOTHY MURPHY
Chairman
Columbia County Board of County
Commissioners

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing General Release and Settlement of All Claims was acknowledged before me this ___ day of _____, 2018, by TIMOTHY MURPHY, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public

My Commission Expires:

GENERAL RELEASE AND SETTLEMENT AGREEMENT

DEFINITIONS

A. As used in this General Release and Settlement Agreement the term “PLAINTIFF” shall mean KASEY PAYNTER, a married woman, as well as her heirs, executors, administrators, personal representatives, attorneys, successors, and assigns, singular or plural, where ever the context so admits or requires.

B. As used in this General Release and Settlement Agreement the term “DEFENDANT” shall mean COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, a governmental entity as well as its respective past, present and future agents, agencies, officials, commissioners, employees, Boards, representatives, attorneys, successors and assigns in both its individual and official capacities, and any entity or person in privity with it, jointly or severally, singular or plural, wherever the context so admits or requires.

C. As used in this Settlement Agreement and General Release, the term “INSURER” shall mean all insurers and third-party administrators of the COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, including but not limited to, FLORIDA ASSOCIATION OF COUNTIES (“FACT”) as well as its respective agents, officers, officials, employees, representatives, successors and assigns, jointly or severally, singular or plural, where ever the context so admits or requires.

RECITALS

Whereas on or about May 13, 2013, Plaintiff alleges that Defendant negligently issued a Certificate of Occupancy for the mobile home residence located at 1083 Northwest Hamp Farmer, Lake City, Florida 32055 and failed to comply with statutory established motor home installation standards (hereinafter referred to as the “incident”); and

WHEREAS, as a result of the aforesaid incident, Plaintiff claims to have been damaged in the form of damage to property, alternate housing costs, loss of land use, replacement of household goods/furnishings, replacement of clothing, paying for doctor visits/medications for treating respiratory illnesses, pain and suffering, loss of credit worthiness, financial loss in the form of loss of property investment, and respiratory disease—specifically suffered by her young infant child; and

WHEREAS as a result of the aforesaid incident, Plaintiff filed a Complaint in the Circuit Court in and for Columbia County, Florida captioned: DERIC PAYNTER; KASEY PAYNTER, Plaintiffs, v. C&G of LAKE CITY, a Florida Profit Corporation, d/b/a C&G MOBILE HOMES; COLUMBIA MOBILE HOME SERVICE, a Florida Profit Corporation; DAVID HALL’S AIR CONDITIONING & HEATING SERVICES, a Florida Profit Corporation; COLUMBIA COUNTY, FL., Case No.: 2017-CA-0272 (hereinafter referred to as “lawsuit”);

WHEREAS Plaintiff has agreed to accept the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00), in full compromise and settlement of any and all claims he may have, where now not known or contemplated against Defendant and Insurer arising out of or resulting from the above described incident, and/or lawsuit, and further agree to dismiss, with prejudice, any and all suits that are currently pending or that may be filed in the future against said Defendant arising out of the above described incident;

NOW THEREFORE know all men by these presents, that the said and undersigned Plaintiff, for and in consideration of the payment of the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00), to her in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever discharge Defendant and Insurer of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which Plaintiff ever had, now has, or which any personal representative, successor, heir, or assign of Plaintiff, hereafter can, shall or may have, against Defendant and Insurer by reason of any matter, cause or thing, from the beginning of the world to the date of these presents including, but not limited to, to the above

described incident and all claims which were or could have been asserted in that certain lawsuit referenced above, and including, but not limited to, any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, expenses, attorney's fees, civil rights violations, federal claims, state statutory or common law claims, loss of capacity for the enjoyment of life, injunctive or declaratory relief, lost wages, property damage, impairment of earning capacity, bodily injury, physical, emotional or psychological injury, mental anguish, pain and suffering, past and future medical expenses, inconvenience, humiliation or damage to reputation.

Plaintiff further states that at the time of the execution of this General Release and Settlement of Claim there are no outstanding claims by way of reimbursement or subrogation by attorneys, insurance carriers, medical providers or other entities for amounts paid on behalf of Plaintiff by reason of the incident which is described above, or, in the alternative, if it becomes known that Plaintiff concealed any known claims at the time of the execution of this General Release and Settlement of Claim then Plaintiff will satisfy any such claims which may be outstanding at the present time, including, but not limited to, any other medical liens, insurance liens, outstanding liens and/or liens held by Medicaid and/or Medicare or any other federal or state agency, or attorneys' charging liens.

This General Release and Settlement of Claim shall not be construed as an admission of liability or responsibility by the Defendant and Insurer but is rather a compromise settlement designed to avoid further expense associated with litigation. The Defendant and Insurer specifically deny liability for the claims brought by Plaintiff, deny all allegations of Plaintiff and deny any wrongdoing whatsoever.

Plaintiff acknowledges and agrees that this is a General Release of all Claims. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect the Plaintiff's decision to enter into this settlement and provide this General Release. Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact.

The undersigned further warrants that no promise or inducement not herein expressed has been made, that payment of above mentioned sum is in full compromise settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that this Release is given in good faith and discharges Defendant and Insurer from all liability for contribution to any other alleged tortfeasor; that the undersigned is over 21 years of age, legally competent to execute this Release, have read the contents of this Release, have received advice of counsel

and sign this General Release with full knowledge and appreciation of its meaning.

The Plaintiff further states that while she hereby releases all claims against the Defendant, its agents and employees, the payment hereunder does not satisfy all of their damages resulting from the accident, including, but not limited to, past and future medical and health care expenses which may have been incurred or may be incurred in the future and which is not being paid in this settlement. The Plaintiff further reserves her right to pursue and recover all unpaid damages from any person, firm or organization who may be responsible for payment of such damages including any first party health and automobile insurance coverage, but such reservation does not include the Defendant, Insurer or their agents or employees.

ATTORNEY'S FEES

Each party hereto shall bear all attorneys' fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein and all related matters.

DISMISSAL DROPPING SETTLING PARTIES AS DEFENDANT

Following receipt of settlement funds and the execution of this release and settlement agreement, counsel for Plaintiff has, or will, in the immediate future, deliver to counsel for the Defendant an executed dismissal with prejudice of the Defendant as a party to the pending action. The Plaintiff has authorized Plaintiff's counsel to execute the dismissal on her behalf and hereby authorizes counsel for the

Defendant to file the dismissal with the court and enter it as a matter of records. The court shall retain jurisdiction as to any remaining parties and for enforcing the terms of this settlement.

KASEY PAYNTER

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing General Release and Settlement of All Claims was acknowledged before me this ____ day of _____, 2018, by KASEY PAYNTER, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public

My Commission Expires:

TIMOTHY MURPHY
Chairman
Columbia County Board of County
Commissioners

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing General Release and Settlement of All Claims was acknowledged before me this ___ day of _____, 2018, by TIMOTHY MURPHY, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public

My Commission Expires:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: March 9, 2018 Meeting Date: April 5, 2018

Name: David Kraus Department: Economic Development

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

BA 18-31; To Appropriate the Grant funds into the Economic development Fund.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

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 18-31 Fund: 304-ECONOMIC DEVELOPMENT

FROM:	TO:	AMOUNT:
304-0000-334.51-03	304-5103-552.60-63	
<i>ECONOMIC DEVELOPMENT / FL INFRAS GRANT-RAILSPUR</i>	<i>CAPITAL OUTLAY / IMP OTHER THAN BUILDINGS</i>	\$3,135,600.00

For Use of County Manger Only:

Consent Item Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: March 9, 2018

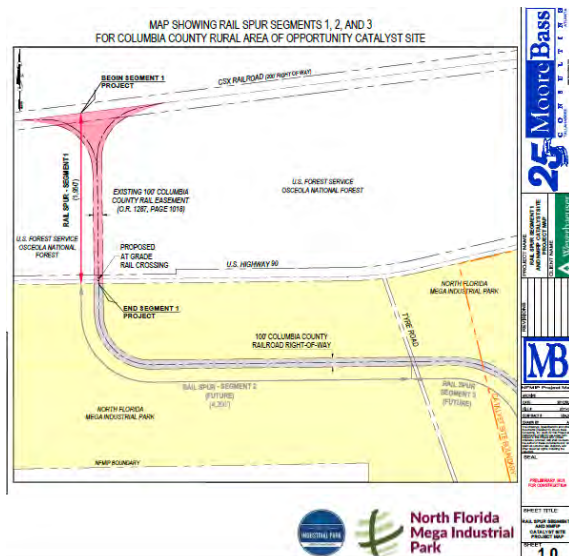
TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Florida Job Growth Grant Fund Budget Amendment

The Board of County Commissioners has previously approved and executed the contract with the Florida Department of Economic Opportunity for \$3,135,600 from the Florida Job Growth Grant to extend a rail spur from the CSX railroad to the North Florida Mega Industrial Park along County rail easements. At this time, the County needs to adopt a Budget Amendment to place the grant funds into an account in the Economic Development Fund.

Staff is requesting the Columbia County Board of County Commissioners approve a Budget Amendment that appropriates \$3,135,600 in funds from the Florida Job Growth Grant to extend a rail spur from the CSX railroad to the North Florida Mega Industrial Park along County rail easements.



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



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: March 13, 2018 Meeting Date: April 5, 2018

Name: Ray Hill Department: Purchasing

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Award Bid No. 2018-2 SW Herlong Phase II in the amount of \$2,158,921.82 to low bidder Anderson Columbia and approve contract.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A
 Yes Account No. 30380465416063
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ 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 - Tim Murphy



Memo

Date: March 13, 2018
To: Board of Commissioners
From: Ray Hill, Purchasing Director
RE: Bid No. 2018-2 SW Herlong St. Phase II

I along with the Public Works Department and Jimmy Pittman have reviewed the bids for the above referenced project. We recommend award to low bidder Anderson Columbia in the amount of \$2,158,921.82 and approval of the attached contract.

I have attached the bid tab along with the contract for your review.

Bid No. 2018-2

Columbia County Board of County Commissioners

SW Herlong St. Phase II

Bid Opening 3/5/18

Company Name	Amount
Anderson Columbia	\$2,158,921.82
C.A. Boone Construction	\$2,303,300.00
Curt's Construction	\$2,369,762.39

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-02
SW Herlong St. Phase II – Roadway Construction**

Gentlemen:

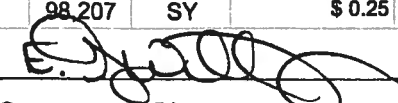
The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

SW HERLONG ST PHASE II

NFPS Project No.: L170813CCB

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS	\$ 173,063.03	\$ 173,063.03
102-1	Maintenance of Traffic	1	LS	\$ 78,879.70	\$ 78,879.70
104-10-3	Sediment Barrier	3,050	LF	\$ 1.58	\$ 4,819.00
110-1-1	Clearing & Grubbing	28	AC	\$ 5,148.72	\$ 144,164.16
0120 2 2	Borrow Excavation, Truck Measure	19,048	CY	\$ 0.01	\$ 190.48
0120 4	Subsoil Excavation	6,137	CY	\$ 11.32	\$ 69,470.84
0120 71	Regular Excavation (3-R Projects Only)	1	LS	\$ 291,345.01	\$ 291,345.01
0160 1	Commercial Stabilizing Material	3,685	CY	\$ 10.10	\$ 37,218.50
0160 4	Stabilizing Roadway & Shoulder	66,223	SY	\$ 0.71	\$ 47,018.33
285704	Optional Base Group 04	41,004	SY	\$ 8.26	\$ 338,693.04
0286 1	Turnout Construction	5,364	SY	\$ 27.24	\$ 146,115.36
0327 70 6	Milling Exist. Asph. Pavt., 1 1/2" Avg. Depth	1,612	SY	\$ 4.89	\$ 7,882.68
0334 1 12	Superpave Asphalt Concrete, Traffic B	5,764	TN	\$ 94.53	\$ 544,870.92
430174118	Pipe Culvert, CMP, Round 18" SD	1,096	LF	\$ 29.82	\$ 32,682.72
430175118	Pipe Culvert, Conc. Round 18" CD	146	LF	\$ 43.69	\$ 6,378.74
430175124	Pipe Culvert, Conc. Round 24" CD	84	LF	\$ 57.81	\$ 4,856.04
430175236	Pipe Culvert, Conc. Elip/Arch 36" CD	144	LF	\$ 78.07	\$ 11,242.08
430982125	MES, Conc. Round 18" CD	6	EA	\$ 771.59	\$ 4,629.54
430982129	MES, Conc. Round 24" CD	4	EA	\$ 788.28	\$ 3,153.12
430982638	MES, Conc. Elip/Arch 36" CD	6	EA	\$ 2,181.34	\$ 13,088.04
430984125	MES, CMP Round 18" SD	78	EA	\$ 869.57	\$ 67,826.46
0524 2 2	Concrete Slope Pavement, Non Reinforced 4"	52	SY	\$ 118.60	\$ 6,167.20
0530 3 4	Riprap Rubble F&I Ditch Lining	53	TN	\$ 90.06	\$ 4,773.18
0546 71	Rumble Strips	8	PS	\$ 354.90	\$ 2,839.20
0570 1 1	Performance Turf	98,207	SY	\$ 0.25	\$ 24,551.75



 Contractor Signature

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 COLUMBIA COUNTY PROJECT NUMBER 2018-02
 SW Herlong St. Phase II – Roadway Construction**

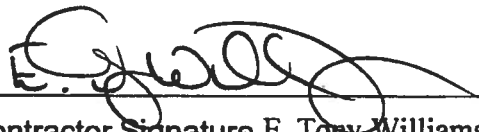
0570 1 2	Performance Turf, Sod	27,253	SY	\$ 2.01	\$ 54,778.53
0700 1 11	Single Post Sign, F&I, Less Than 12 SF	20	AS	\$ 372.64	\$ 7,452.80
0706 3	Retro Reflective Pavement Markers	812	EA	\$ 4.38	\$ 3,556.56
0710 90	Painted Pavement Marking, Final Surface	1	LS	\$ 18,927.99	\$ 18,927.99
1080 24500	Utility Fixture, Valve Assembly, Adjust/Modify	6	EA	\$ 598.89	\$ 3,593.34
1644800	Fire Hydrant, Relocate	1	EA	\$ 4,693.48	\$ 4,693.48

GRAND TOTAL \$ 2,158,921.82

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR SW. HERLONG ST, PHASE II CONSTRUCTION
\$ 2,158,921.82

Anderson Columbia Co., Inc



 Contractor Signature E. Tony Williams, Jr.
 Vice President

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-02
SW Herlong St. Phase II – Roadway Construction**

Gentlemen:

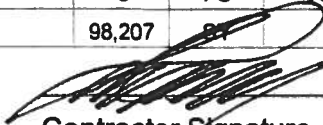
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The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

SW HERLONG ST PHASE II

NFPS Project No.: L170813CCB

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS	153,000	153,000
102-1	Maintenance of Traffic	1	LS	133,000	133,000
104-10-3	Sediment Barrier	3,050	LF	2.50	7,625.00
110-1-1	Clearing & Grubbing	28	AC	4,964.29	139,000.00
0120 2 2	Borrow Excavation, Truck Measure	19,048	CY	8.50	161,908.00
0120 4	Subsoil Excavation	6,137	CY	14.50	88,986.00
0120 71	Regular Excavation (3-R Projects Only)	1	LS	182,724	182,724.00
0160 1	Commercial Stabilizing Material	3,685	CY	14.00	51,590.00
0160 4	Stabilizing Roadway & Shoulder	66,223	SY	.50	33,111.00
285704	Optional Base Group 04	41,004	SY	9.00	369,036.00
0286 1	Turnout Construction	5,364	SY	18.00	96,552.00
0327 70 6	Milling Exist. Asph. Pavt., 1 1/2" Avg. Depth	1,612	SY	4.65	7,500.00
0334 1 12	Superpave Asphalt Concrete, Traffic B	5,764	TN	103.00	593,692.00
430174118	Pipe Culvert, CMP, Round 18" SD	1,096	LF	40.00	43,840.00
430175118	Pipe Culvert, Conc. Round 18" CD	146	LF	55.00	8,030.00
430175124	Pipe Culvert, Conc. Round 24" CD	84	LF	68.00	5,712.00
430175236	Pipe Culvert, Conc. Elip/Arch 36" CD	144	LF	84.00	12,096.00
430982125	MES, Conc. Round 18" CD	6	EA	900.00	5,400.00
430982129	MES, Conc. Round 24" CD	4	EA	1,100	4,400.00
430982638	MES, Conc. Elip/Arch 36" CD	6	EA	1,250	7,500.00
430984125	MES, CMP Round 18" SD	78	EA	750.00	58,500.00
0524 2 2	Concrete Slope Pavement, Non Reinforced 4"	52	SY	83.00	4,316.00
0530 3 4	Riprap Rubble F&I Ditch Lining	53	TN	100.00	5,300.00
0546 71	Rumble Strips	8	PS	460.00	3,680.00
0570 1 1	Performance Turf	98,207	SY	30	29,462.00


Contractor Signature


**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-02
SW Herlong St. Phase II – Roadway Construction**

0570 1 2	Performance Turf, Sod	27,253	SY	1.90	51,780.00
0700 1 11	Single Post Sign, F&I, Less Than 12 SF	20	AS	300.00	6,000.00
0706 3	Retro Reflective Pavement Markers	812	EA	5.00	4,060.00
0710 90	Painted Pavement Marking, Final Surface	1	LS	23,000.00	23,000.00
1080 24500	Utility Fixture, Valve Assembly, Adjust/Modify	6	EA	1,500.00	9,000.00
1644800	Fire Hydrant, Relocate	1	EA	3,500.00	3,500.00

GRAND TOTAL \$2,303,300.00

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR SW. HERLONG ST, PHASE II CONSTRUCTION
\$2,303,300.00



Contractor Signature

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-02
SW Herlong St. Phase II – Roadway Construction

Gentlemen:


The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

SW HERLONG ST PHASE II

NFPS Project No.: L170813CCB

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS	94,041	94,041
102-1	Maintenance of Traffic	1	LS	88,245	88,245
104-10-3	Sediment Barrier	3,050	LF	1.95	5,947.50
110-1-1	Clearing & Grubbing	28	AC	3,700	103,600
0120 2 2	Borrow Excavation, Truck Measure	19,048	CY	9.48	180,575.04
0120 4	Subsoil Excavation	6,137	CY	19.56	120,039.72
0120 71	Regular Excavation (3-R Projects Only)	1	LS	287,571.51	287,571.51
0160 1	Commercial Stabilizing Material	3,685	CY	17.08	62,939.80
0160 4	Stabilizing Roadway & Shoulder	66,223	SY	1.00	66,223
285704	Optional Base Group 04	41,004	SY	7.01	287,438.04
0286 1	Turnout Construction	5,364	SY	31.55	169,234.20
0327 70 6	Milling Exist. Asph. Pavt., 1 1/2" Avg. Depth	1,612	SY	4.37	7,044.44
0334 1 12	Superpave Asphalt Concrete, Traffic B	5,764	TN	102.06	588,273.84
430174118	Pipe Culvert, CMP, Round 18" SD	1,096	LF	45.44	49,802.24
430175118	Pipe Culvert, Conc. Round 18" CD	146	LF	91.59	13,372.14
430175124	Pipe Culvert, Conc. Round 24" CD	84	LF	111.34	9,352.56
430175236	Pipe Culvert, Conc. Elip/Arch 36" CD	144	LF	145.49	20,950.56
430982125	MES, Conc. Round 18" CD	6	EA	814.36	4,886.16
430982129	MES, Conc. Round 24" CD	4	EA	997.28	3,989.12
430982638	MES, Conc. Elip/Arch 36" CD	6	EA	2,941.33	17,647.98
430984125	MES, CMP Round 18" SD	78	EA	742.82	57,939.96
0524 2 2	Concrete Slope Pavement, Non Reinforced 4"	52	SY	83.87	4,361.24
0530 3 4	Riprap Rubble F&I Ditch Lining	53	TN	184.15	9,759.95
0546 71	Rumble Strips	8	PS	551.75	4,414
0570 1 1	Performance Turf	98,207	SY	.22	21,605.54


 Contractor Signature

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER 2018-02
SW Herlong St. Phase II – Roadway Construction**

0570 1 2	Performance Turf, Sod	27,253	SY	1.79	48,782.87
0700 1 11	Single Post Sign, F&I, Less Than 12 SF	20	AS	347.60	6,952
0706 3	Retro Reflective Pavement Markers	812	EA	3.86	3,134.32
0710 90	Painted Pavement Marking, Final Surface	1	LS	24,828.68	24,828.68
1080 24500	Utility Fixture, Valve Assembly, Adjust/Modify	6	EA	484.10	2,904.60
1644800	Fire Hydrant, Relocate	1	EA	3,905.38	3,905.38

GRAND TOTAL 2,369,762.39

ADDENDA	
NUMBER	DATE SENT

BID TOTAL FOR SW. HERLONG ST, PHASE II CONSTRUCTION
<u>2,369,762.39</u>



 Contractor Signature

CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529 (the "County"), hereby contracts with Anderson Columbia Co., Inc. (the Contractor") of 871 NW Guerdon St., Lake City, FL 32055 a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2018-02 (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designated Engineer for the Project and the Work, as referenced in this Agreement, shall be **James Pitman, P.E., Transportation Engineering Director, P.O. BOX 3823, Lake City, Florida 32056.**

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

Section 1. Contract Documents

The Contract Documents consist of this Agreement, the Exhibits described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

Section 2. Scope of Work

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$2,158,921.82 (two million, one hundred fifty eight thousand, nine hundred twenty one dollars and eighty two cents.)

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any

Section 5. Bonds

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

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

Section 6. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 190 calendar days from the

Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **205** calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1,584.00**¹ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Engineer issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 7. Intent of Contract Documents and Contractor Representations

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

¹ The Liquidated Damages have been valued based upon the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, published July 2017.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer.

D. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- D.1 Contractor has examined and carefully studied the Contract Documents (including those listed in Section 4) and the other related data identified in the Project Documents including “technical data.”
- D.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- D.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not

consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- D.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- D.6. Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D.7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Section 8. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 8.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 9. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Engineer, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall: show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project within the Contract Time; show the order and interdependence of activities and the sequence for accomplishing the Work and describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity; show each activity with a beginning work date, a duration, and a monetary value; include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals; include milestone activities when milestones are required by the Contract Documents; and in a Project with more than one phase, adequately identify each phase and its completion date, and not allow activities to span more than one phase. The Contractor shall also submit a working plan with the Progress Schedule, consisting of a concise written description of the construction plan.

B. The Engineer will return inadequate schedules to the Contractor for corrections and Contractor shall resubmit a corrected schedule within five (5) calendar days from the date of the Engineer's return transmittal. The Engineer will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The Progress Schedule shall be updated by the Contractor if there is a significant change in the planned order or duration of an activity or upon the request of the Engineer, which shall not be requested more than **once** a month. All updates to the Progress Schedule shall be subject to the County's and Engineer's review and approval. The Engineer's review and approval of submitted the Progress Schedule and any required or requested updates shall be a condition precedent to the County's obligation to pay the Contractor.

Section 10. Progress Payments

A. Prior to submitting its first Application for Payment, Contractor shall submit to the County and the Engineer, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Engineer along with a completed and notarized copy of the Application for Payment form.

B. Prior to submitting its first Application for Payment, Contractor shall submit to the Engineer a complete list of all its proposed subcontractors and materialmen. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

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

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

- D.1 indicate his approval of the requested payment;
- D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

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

E. The County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. After fifty percent (50%) of the services are completed, the County will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

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

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

H. 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.

Section 11. Payments Withheld

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

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 11.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 12. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Engineer in accordance with Section 25.B. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by parties as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

Section 13. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract

Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment.

E. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 14. Daily Reports, As-Built and Meetings

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to Engineer on a **Weekly** basis a daily log of the Contractor's work in a format approved by the Engineer. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Any Conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- A5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Engineer pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Engineer for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Engineer by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

- D. In addition to other requirements provided herein, Contractor shall:
- D.1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.
 - D.2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - D.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D.4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor 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 County in a format that is compatible with the information technology systems of the County.
 - D.5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

Section 15. Independent Contractor

Contractor is an independent contractor and shall, at its sole cost and expense 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 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.

Section 16. Contractor Performance, Extensions, and No Damages for Delay of Work

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 17. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 18 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Engineer shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time exceeding his/her authority and not inconsistent with the intent of the Contract Documents. Minor changes approved by the Engineer, whether changes to Work and or Contract Time, cumulatively may not exceed ten percent (10%) of the Work and or Original Contract Time. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 18. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 17.D. Engineer will render a formal decision

on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. Engineer's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County and Engineer requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decisions, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim. Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 19. Indemnification and Insurance

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:

- B.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;
- B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- B.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 nonperformance 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

B.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. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and

exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Engineer a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

C. Contractor shall pay any and all sales, use, or other taxes, assessments and other similar charges when due, as required by any local, state or federal law, as it pertains to the services

provided herein. Contractor further agrees that it shall protect, reimburse, and indemnify the County from and assume all liability for its tax obligations under the terms of this Agreement.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 24. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 25. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Engineer issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the Engineer does not consider the Work (or designated portion) substantially complete, Engineer shall notify Contractor in writing giving the reasons therefor. If the Engineer considers the Work (or designated portion) substantially complete, Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for

The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Section 27. Tests and Inspections.

A. The County, Engineer, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection

and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 28. Defective Work

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County or Engineer, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Engineer, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County or Engineer to stop the Work shall not give rise to

any duty on the part of the County or Engineer to exercise this right for the benefit of Contractor or any other party.

C. If Contractor fails, within a reasonable time after the written notice from the County or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Engineer or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

Section 29. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Section 30. Protection of Work

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

Section 31. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 32. Use of Premises

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the County with respect to the Project, when directed to do so by the County or Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Engineer.

Section 35. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

Ben Scott, Columbia County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32056-1529

And

Engineer

James Pitman, P.E.,
Transportation Engineering Director,
P.O. BOX 3823
Lake City, Florida 32056

With courtesy copies also provided to:

Joel F. Foreman, County Attorney
Columbia County, Florida
207 S. Marion Avenue
Lake City, Florida 32025

Kevin Kirby, Public Works Director
Columbia County, Florida
Post Office Box 969
Lake City, Florida 32056-0969

Chad Williams, County Engineer

Columbia County Public Works
Post Office Box 1529
Lake City, Florida 32056

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 36. Modification

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 37. Successors and Assigns

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 38. Governing Law

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 39. Venue

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

Section 40. No Waiver

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Remedies Cumulative

No right or remedy in this Agreement 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.

Section 42. Entire Agreement

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 43. Severability

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 44. Third Party Beneficiaries

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.

Section 45. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

CONTRACTOR:

(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____
President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

|
|

|
|

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal
address is _____

and phone number is: _____ are
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs, executors,
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for

_____ COLUMBIA COUNTY Project
No.: _____ in accordance with drawings and specifications, which contract is incorporated
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
and
3. Performs the guarantee of all work and materials furnished under the Contract for
the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any
formalities connected with the Contract or the changes do not affect Surety's obligation under this
Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officers Signature)
_____ (Officers Name
Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____ (officer's name), as _____ (title) of _____ (company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature) (Printed Name)

Witness as to Surety _____ (Signature)
_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____,
_____, as Principal, whose principal business address is:

and phone number and fax numbers are: _____

and _____, as Surety, whose
principal _____ address _____ is:

and phone number and fax numbers are: _____ are held
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____

_____ (\$ _____)
for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____,
20____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor,
materials or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in the Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any
formalities connected with the Contract or the changes do not affect Surety's obligation under this
Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event
will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment
Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day
of _____, 20____, the name of each party being affixed and these presents duly signed by
its under-signed representative, pursuant to authority of its governing body.
Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20____,

by _____ (officer's name), as
_____ (title) of _____, a

_____ corporation, on behalf of the corporation. He/she is personally known to me OR
has

produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from - any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory

Applicable Federal:

(e.g. Longshoremen's) Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____ (\$ _____).

Original Agreement Amount	\$ _____
Sum of Previous Changes	\$ _____
This Change Order ADD/DEDUCT	\$ _____
Present Agreement Amount	\$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____.

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J
NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K
APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: March 27, 2018 Meeting Date: April 5, 2018

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Brim Street Budget Correction

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? [] N/A [] Yes Account No. [X] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund: 303-ROAD IMPROVEMENT FUND

Table with 3 columns: FROM, TO, AMOUNT. Row 1: 303-8400-584.90-99 RESERVES / CONTINGENCY/RESERVE to 303-8078-541.60-63 CAPITAL OUTLAY / CONSTRUCTION/IMPROVEMENTS \$56,910.00. Row 2: 303-8400-584.90-99 RESERVES / CONTINGENCY/RESERVE to 303-8078-541.60-31 CAPITAL OUTLAY / PROF SERVICES-CAPITALIZED \$18,090.00

For Use of County Manger Only:

[] Consent Item [X] 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 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners

FR: Ben Scott, County Manager

A handwritten signature in blue ink that reads "Ben Scott".

DATE: March 27, 2018

RE: Brim Street Budget Correction

During the 2018 fiscal year budget, I reduced the budget for Brim Street by \$225,760. I also reduced the budget to account for 2017 fiscal year expenditures by \$167,310, essentially doubling the reduction. In order to correct the error, I am requesting \$75,000 be added back to the Brim Street budget.

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



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: March 16, 2018 Meeting Date: April 5, 2018

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

BA 18-33; Winfield Community Center Swing Request

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

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 18-33 Fund: 302-GENERAL CAPITAL PROJECTS

FROM:	TO:	AMOUNT:
Donation From Outside Agency	Winfield Swing Set	
<i>Donation From Outside Agency</i>	<i>Winfield Swing Set</i>	\$4,450.00
Five Points Picnic Pavilion	Winfield Swing Set	
<i>Five Points Picnic Pavilion</i>	<i>Winfield Swing Set</i>	\$4,450.00

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 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Commissioners

FR: Ben Scott, County Manager *Ben Scott*

DATE: March 16, 2018

SUBJECT: Winfield Community Center Swing Request

The Winfield Community Center is requesting the Board purchase a new swing set for the community center. The cost of the swing set is approximately \$8,900. The Winfield Community Center is proposing to share the cost of the swing set by contributing \$4,450 to the County. This was not budgeted in the capital improvements fund; therefore, it would require approval of a budget amendment from funds remaining from another budgeted project, namely Five Points Picnic Pavilion.

I have attached the quote for your consideration.

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



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

QUOTE
#81053

12/19/2017

Winfield Community Center Swings

Columbia County
 Attn: Clint Pittman
 P. O. Box 1529
 Lake City, FL 32056-1529
 Phone: 386-719-7545
 Fax: 386-719-7544
clint_pittman@columbiacountyfla.com

Ship To Zip: 32773

Quantity	Part #	Description	Unit Price	Amount
1	12583	Game Time - Ada Primetime Swing Frame, 3 1/2" Od [Basic:_____]	\$1,150.00	\$1,150.00
1	12584	Game Time - Ada Primetime Swing Aab, 3 1/2" Od [Basic:_____]	\$712.00	\$712.00
2	SS8910	Game Time - Belt Seat 3 1/2" /8' W/Clevis	\$263.00	\$526.00
2	SS8696	Game Time - Encl Tot Seat 3 1/2"/8' High W/ Clevis	\$314.00	\$628.00
45	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth - per cubic yard. - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant	\$24.52	\$1,103.40
1	INSTALL	Game Time - Installation of items quoted above.	\$1,950.00	\$1,950.00

PlayCurbs BY OTHERS!

SubTotal: \$6,069.40
 Freight: \$2,816.82
Total Amount: \$8,886.22

****Site visit required before purchase**

This quote was prepared by Cindy Robinson, Project Manager.
 For questions or to order please call - 800-432-0162 ext. 110 cindy@gametime.com

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Winfield Community Center Swings

**QUOTE
#81053**

12/19/2017

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____
Contact: _____ Contact: _____
Address: _____ Address: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
E-Mail: _____ Purchase Amount: **\$8,886.22**