

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

November 15, 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

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

David Kraus, Assistant County Manager - Administration

- (1) Surplus Property as Economic Incentive (p.1)

Kevin Kirby, Assistant County Manager - Operations

- (2) Bid 2018-04 - CA Boone - Moore Road - \$1,309,303 (p.5)

Joel Foreman, County Attorney

- (3) Interlocal Agreement between Columbia County and Columbia County School Board for Emergency Shelters (p.73)
- (4) Initiate Eviction and Surplus Property - 854 SE Monroe Street (p.79)

Discussion and Action Items (Continued)

Ben Scott, County Manager

- (5) BA 18-77 - Appropriate Loan Proceeds from Lease with Beard Equipment for four Motor Graders- \$913,240 (p.87)
- (6) BA 19-05 - Tax Collector - Appropriate FY 2017/2018 Year End Reversion - \$70,618 (p.89)
- (7) BA 19-06 - Property Appraiser - Annual Local Government Financial Report FY 2017/2018 - \$87,739 (p.94)
- (8) BA 19-07 - Property Appraiser - Salary Adjustments for Constitutional Officer per DOR and COLA Adjustments for Employees - \$21,002 (p.102)

Workshop

Ben Scott, County Manager

Rum Island Park (p.111)

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: 11/8/2018 Meeting Date: 11/15/2018

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Requesting the County to surplus the South East corner of property near I-75 and Hwy41/441, commonly known as the old wastewater plant in Ellisville. The portion of the property to be declared surplus is no longer needed for the wastewater treatment and collections system. Also requesting that this surplus property be used as an economic incentive for the owner/developer of Truck Stop 75, LLC.

2. Recommended Motion/Action:

Motion to declare a portion of the old Ellisville wastewater facility, parcel 09575-002, as surplus property and approve the use of this property as an economic incentive.

3. Fiscal impact on current budget.

This item has no effect on the current budget.




BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: November 8, 2018

TO: Ben Scott, County Manager

FR: Glenn Hunter, Economic Development Director 

RE: Declare Property as Surplus

The Department of Economic Development would like to request that Columbia County Board of County Commissioners consider surplusing the South East corner of property near I-75 and Hwy41/441, commonly known as the old wastewater plant in Ellisville. The area requested is highlighted in green as part of the total County parcel which contains the old wastewater plant that has been decommissioned and replaced with a pump station. The portion of the property to be declared surplus is no longer needed for the wastewater treatment and collections system.

Additionally, per recommendation of the Economic Development Advisory Board, we request that the above mentioned parcel be incentivized and granted to Sardorbek Isametdinov, Truck Stop 75 LLC. Mr. Isametdinov has not requested any economic incentives and has signed a commitment letter guaranteeing a minimum of 30 jobs as well as cooperating with the State to acquire a Community Development Block Grant which will fund necessary improvements to the waste water system in Ellisville.

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



Columbia County Property Appraiser Je Wellington | Lake City, Florida | 352-758-1083

03443-101 | VACANT (000000) | 1.89 AC

LOTS 1 & 2 BISHOP CORNER C/D, ORB 639-15, 639-1225, EX ADD RD R/W TAKEN DEED IN ORDER 1265-2262 BEING PRCL #3 101A, 101B & 101C - PRCL 101)

SHAWN J & MELANIE J

47

FL 32024

10/1-1225

\$105,000

105

0/01/1987

\$18,000

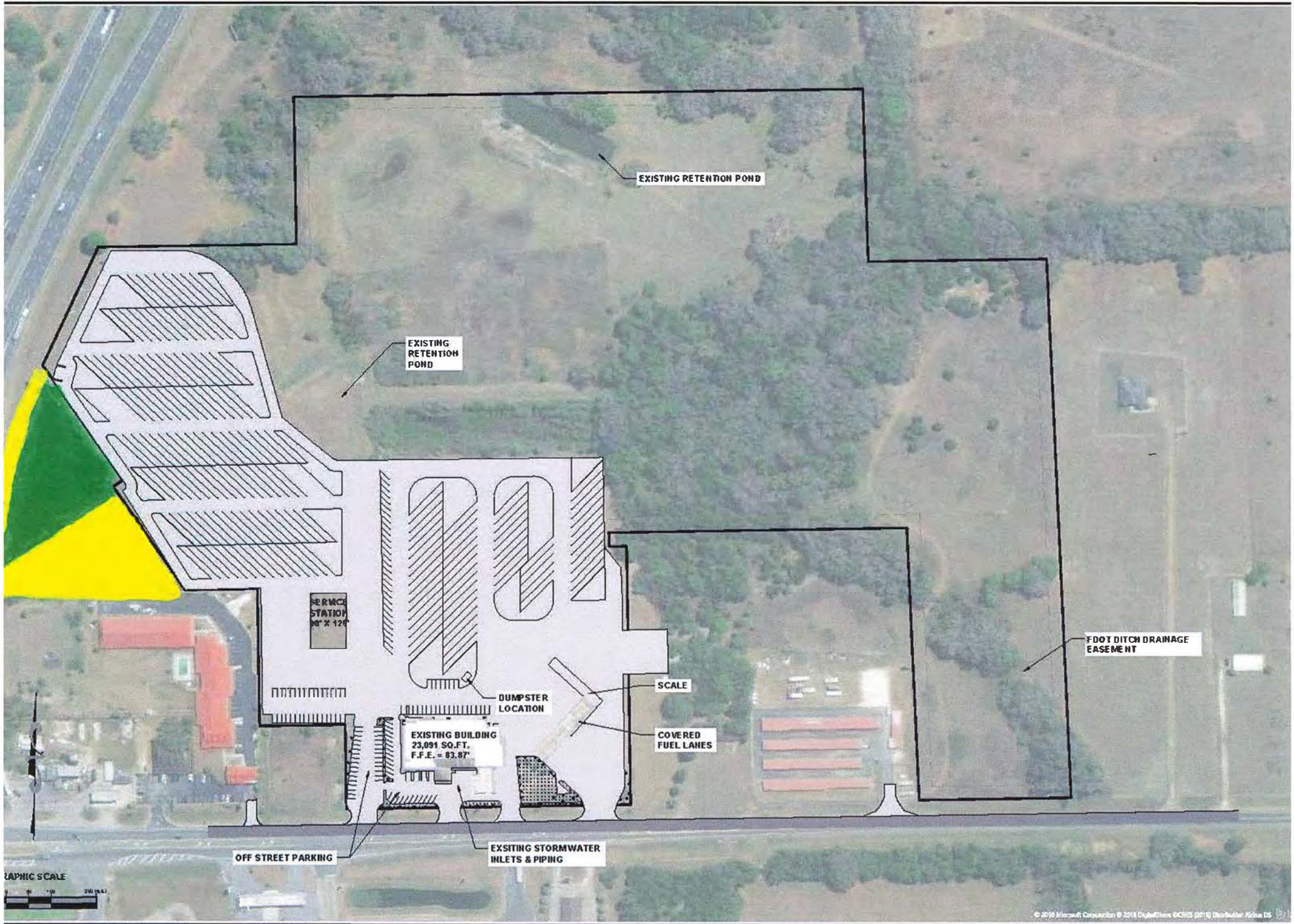
V/M

2017 Certified Values

TAX1 Land	\$11,050	Appraised	\$11,050
Ag Land	\$0	Assessed	\$11,050
94kg	\$0	Exempt	\$0
XFOB	\$0	Total	county \$11,050 city \$11,050
Just	\$11,050	Taxable	other \$11,050 school \$11,050

NOTES

This data was compiled by the Columbia County Property Appraiser's office for the purpose of providing information to the public. It is not intended to be used as a basis for any legal action. The information should not be relied upon by any party as a representation of the ownership or condition of any property. No warranty, expressed or implied, is provided by the County of Columbia, Florida, or its Property Appraiser. A true and correct copy of this information is available on the Property Appraiser's website.





**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: 10/31/2018 Meeting Date: 11/15/2018

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Approve contract and bid from CA Boone in the amount of \$1,309,303.00 for the construction of Moore Road.

2. Recommended Motion/Action:

Approve contract and bid from CA Boone in the amount of \$1,309,303 for the construction of Moore Road.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 30354085416063



ITEM	UNIT	QUANTITY	CA BOONE		ACCI		Curts		
1	Mobilization	%	1	\$ 79,300.00	\$ 79,300.00	\$ 133,864.98	\$ 133,864.98	\$ 101,156.02	\$ 101,156.02
2	Maintenance of Traffic	%	1	\$ 74,276.00	\$ 74,276.00	\$ 58,403.09	\$ 58,403.09	\$ 89,686.48	\$ 89,686.48
3	Silt Fence	LF	6320	\$ 1.50	\$ 9,480.00	\$ 2.18	\$ 13,777.60	\$ 2.06	\$ 13,019.20
4	Borrow	CY	1000	\$ 12.00	\$ 12,000.00	\$ 13.99	\$ 13,990.00	\$ 27.87	\$ 27,870.00
5	Subsoil Excavation	CY	3477	\$ 18.00	\$ 62,586.00	\$ 18.42	\$ 64,046.34	\$ 29.47	\$ 102,467.19
6	Limerock Base(4") Loose Measure	CY	4904	\$ 14.00	\$ 68,656.00	\$ 28.15	\$ 138,047.60	\$ 24.17	\$ 118,529.68
7	Turnout Construction	SY	1000	\$ 33.00	\$ 33,000.00	\$ 34.78	\$ 34,780.00	\$ 22.97	\$ 22,970.00
8	Mixing Existing Pavement, 10" Depth	SY	44136	\$ 1.00	\$ 44,136.00	\$ 1.73	\$ 76,355.28	\$ 1.55	\$ 68,410.80
9	Grading and Finishing Mixed Base and Shoulder	SY	44136	\$ 1.42	\$ 63,000.00	\$ 1.36	\$ 60,024.96	\$ 1.84	\$ 81,210.24
10	Asphaltic Conc. SP 12.5 structural	0.0 TN	3641	\$ 90.00	\$ 327,690.00	\$ 88.01	\$ 320,444.41	\$ 106.06	\$ 386,164.46
11	Asphaltic Conc. SP 9.5 surface	0.0 TN	3741	\$ 93.00	\$ 347,913.00	\$ 88.00	\$ 329,208.00	\$ 106.06	\$ 396,770.46
12	Seed and Mulch	LF	18056	\$ 0.62	\$ 11,360.00	\$ 0.34	\$ 6,139.04	\$ 0.67	\$ 12,097.52
13	Sod	SY	14043	\$ 1.90	\$ 26,682.00	\$ 1.95	\$ 27,383.85	\$ 1.86	\$ 26,119.98
14	Retroreflective Pavement Markings	EA	1020	\$ 4.00	\$ 4,080.00	\$ 4.70	\$ 4,794.00	\$ 3.94	\$ 4,018.80
15	Painted Pavement Markings	LF	1	\$ 33,000.00	\$ 33,000.00	\$ 39,077.76	\$ 39,077.76	\$ 30,254.66	\$ 30,254.66
16	Cross Drain, 18" RCP	LF	56	\$ 63.00	\$ 3,528.00	\$ 53.10	\$ 2,973.60	\$ 114.94	\$ 6,436.64
17	Cross Drain, 30" RCP	LF	256	\$ 90.00	\$ 23,040.00	\$ 88.50	\$ 22,656.00	\$ 129.84	\$ 33,239.04
18	Cross Drain, 19" x 30" ERCP	LF	96	\$ 96.00	\$ 9,216.00	\$ 106.41	\$ 10,215.36	\$ 104.71	\$ 10,052.16
19	Cross Drain, 29" x 45" ERCP	LF	240	\$ 153.00	\$ 36,720.00	\$ 155.75	\$ 37,380.00	\$ 182.07	\$ 43,696.80
20	Cross Drain, 38" x 60" ERCP	LF	56	\$ 290.00	\$ 16,240.00	\$ 255.15	\$ 14,288.40	\$ 253.43	\$ 14,192.08
21	Mitered End Section (18")	EA	2	\$ 800.00	\$ 1,600.00	\$ 914.71	\$ 1,829.42	\$ 1,298.48	\$ 2,596.96
22	Mitered End Section (30")	EA	2	\$ 900.00	\$ 1,800.00	\$ 2,037.49	\$ 4,074.98	\$ 2,343.16	\$ 4,686.32
23	Mitered End Section (19"x30")	EA	8	\$ 950.00	\$ 7,600.00	\$ 1,149.05	\$ 9,192.40	\$ 1,506.48	\$ 12,051.84
24	Mitered End Section (29"x45")	LF	8	\$ 1,200.00	\$ 9,600.00	\$ 2,661.66	\$ 21,293.28	\$ 3,192.10	\$ 25,536.80
25	Mitered End Section (38"x60")	EA	2	\$ 1,400.00	\$ 2,800.00	\$ 4,919.41	\$ 9,838.82	\$ 4,340.73	\$ 8,681.46
				CA BOONE	\$ 1,309,303.00	CA BOONE	\$ 1,454,079.17	CA BOONE	\$ 1,641,915.59

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1	101,156.02	101,156.02
2	Maintenance of Traffic	LS	1	89,686.48	89,686.48
3	Silt Fence	LF	6320	2.06	13,019.20
4	Borrow	CY	1000	27.87	27,870.00
5	Subsoil Excavation	CY	3477	29.47	102,467.19
6	Limerock Base(4") Loose Measure	CY	4904	24.17	118,529.68
7	Turnout Construction	SY	1000	22.97	22,970.00
8	Mixing Existing Pavement, 10" Depth	SY	44136	1.55	68,410.80
9	Grading and Finishing Mixed Base and Shoulder	SY	44136	1.84	81,210.24
10	Asphaltic Conc. SP 12.5 structural	TN	3641	106.06	386,164.46
11	Asphaltic Conc. SP 9.5 surface	TN	3741	106.06	396,770.46
12	Seed and Mulch	LF	18056	0.67	12,097.52
13	Sod	SY	14043	1.86	26,119.98
14	Retroreflective Pavement Markings	EA	1020	3.94	4,018.80
15	Painted Pavement Markings	LS	1	30,254.66	30,254.66
16	Cross Drain, 18" RCP	LF	56	114.94	6,436.64
17	Cross Drain, 30" RCP	LF	256	129.84	33,239.04
18	Cross Drain, 19" x 30" ERCP	LF	96	104.71	10,052.16
19	Cross Drain, 29" x 45" ERCP	LF	240	182.07	43,696.80
20	Cross Drain, 38" x 60" ERCP	LF	56	253.43	14,192.08
21	Mitered End Section (18")	EA	2	1,298.48	2,596.96
22	Mitered End Section (30")	EA	2	2,343.16	4,686.32
23	Mitered End Section (19"x30")	EA	8	1,506.48	12,051.84
24	Mitered End Section (29"x45")	LF	8	3,192.10	25,536.80
25	Mitered End Section (38"x60")	EA	2	4,340.73	8,681.46

TOTAL BID: 1,641,915.59

Contractor Name (PRINT): Curt's Construction, Inc.

Contactor Signature: *Dana Haynes*

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1	79,300.00	79,300.00
2	Maintenance of Traffic	LS	1	74,276.00	74,276.00
3	Silt Fence	LF	6320	1.50	9,480.00
4	Borrow	CY	1000	12.00	12,000.00
5	Subsoil Excavation	CY	3477	18.00	62,586.00
6	Limerock Base(4") Loose Measure	CY	4904	14.00	68,656.00
7	Turnout Construction	SY	1000	33.00	33,000.00
8	Mixing Existing Pavement, 10" Depth	SY	44136	1.00	44,136.00
9	Grading and Finishing Mixed Base and Shoulder	SY	44136	1.42	63,000.00
10	Asphaltic Conc. SP 12.5 structural	TN	3641	90.00	327,690.00
11	Asphaltic Conc. SP 9.5 surface	TN	3741	93.00	347,913.00
12	Seed and Mulch	LF	18056	62	11,360.00
13	Sod	SY	14043	1.90	26,682.00
14	Retroreflective Pavement Markings	EA	1020	4.00	4,080.00
15	Painted Pavement Markings	LS	1	33,000.00	33,000.00
16	Cross Drain, 18" RCP	LF	56	63.00	3,528.00
17	Cross Drain, 30" RCP	LF	256	90.00	23,040.00
18	Cross Drain, 19" x 30" ERCP	LF	96	96.00	9,216.00
19	Cross Drain, 29" x 45" ERCP	LF	240	153.00	36,720.00
20	Cross Drain, 38" x 60" ERCP	LF	56	290.00	16,240.00
21	Mitered End Section (18")	EA	2	800.00	1,600.00
22	Mitered End Section (30")	EA	2	900.00	1,800.00
23	Mitered End Section (19"x30")	EA	8	950.00	7,600.00
24	Mitered End Section (29"x45")	LF	8	1,200.00	9,600.00
25	Mitered End Section (38"x60")	EA	2	1,400.00	2,800.00

TOTAL BID: \$1,309,303.00

Contractor Name (PRINT): James F. Boone

Contractor Signature: 

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1	\$133,864.98	\$133,864.98
2	Maintenance of Traffic	LS	1	\$58,403.09	\$58,403.09
3	Silt Fence	LF	6320	\$2.18	\$13,777.60
4	Borrow	CY	1000	\$13.99	\$13,990.00
5	Subsoil Excavation	CY	3477	\$18.42	\$64,046.34
6	Limerock Base(4") Loose Measure	CY	4904	\$28.15	\$138,047.60
7	Turnout Construction	SY	1000	\$34.78	\$34,780.00
8	Mixing Existing Pavement. 10" Depth	SY	44136	\$1.73	\$76,355.28
9	Grading and Finishing Mixed Base and Shoulder	SY	44136	\$1.36	\$60,024.96
10	Asphaltic Conc. SP 12.5 structural	TN	3641	\$88.01	\$320,444.41
11	Asphaltic Conc. SP 9.5 surface	TN	3741	\$88.00	\$329,208.00
12	Seed and Mulch	LF	18056	\$0.34	\$6,139.04
13	Sod	SY	14043	\$1.95	\$27,383.85
14	Retroreflective Pavement Markings	EA	1020	\$4.70	\$4,794.00
15	Painted Pavement Markings	LS	1	\$39,077.76	\$39,077.76
16	Cross Drain, 18" RCP	LF	56	\$53.10	\$2,973.60
17	Cross Drain, 30" RCP	LF	256	\$88.50	\$22,656.00
18	Cross Drain, 19" x 30" ERCP	LF	96	\$106.41	\$10,215.36
19	Cross Drain, 29" x 45" ERCP	LF	240	\$155.75	\$37,380.00
20	Cross Drain, 38" x 60" ERCP	LF	56	\$255.15	\$14,288.40
21	Mitered End Section (18")	EA	2	\$914.71	\$1,829.42
22	Mitered End Section (30")	EA	2	\$2,037.49	\$4,074.98
23	Mitered End Section (19"x30")	EA	8	\$1,149.05	\$9,192.40
24	Mitered End Section (29"x45")	LF	8	\$2,661.66	\$21,293.28
25	Mitered End Section (38"x60")	EA	2	\$4,919.41	\$9,838.82

TOTAL BID: \$1,454,079.17

Contractor Name (PRINT): Anderson Columbia Co., Inc

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 _____ (the "Contractor") of _____ (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. _____ (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 _____

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: \$ _____

[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
- M. Project Plans**
- N. _____
- O. _____
- P. _____

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 policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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

Section 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 _____ 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 _____ 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 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 on 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.

B. 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 [INSERT TIMES] 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-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to Engineer on a _____ 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 expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work. Contractor shall 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 non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

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

- 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 entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. 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

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 Engineering Department
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

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2018-04

NW MOORE ROAD – ROADWAY IMPROVEMENTS

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received in the Columbia County Manager's office until **2:00 P.M.** on **October 26, 2018**, for Columbia County Project No. **2018-04**. This office is located on the second floor of the Courthouse Annex at 135 Hernando Avenue, Room 203 Lake City FL 32055.

This project includes full depth reclamation, resurfacing and widening existing 19-20' asphaltic paved road section to 22' wide for approximately 18,350 LF, or 3.5 miles, from CR 250 W (Lake Jeffery Rd.) to CR 25A with drainage and roadway improvements. Project consists of placement of 4" limerock, 10" full depth reclamation, widening entire section to 22', and placement of new asphalt pavement in two layers (structural and surface).

Scope of work includes storm pipe, limerock, widening, mixing, grading, asphaltic concrete pavement, erosion control, grassing, painted pavement markings, and incidental items.

The Bid Forms and Construction specifications may be obtained from the County's web site at <http://www.columbiacountyfla.com/PurchasingBids.asp>. Deadline for questions regarding construction plans, specifications, and/or bid documents must be received before **2:00 P.M.** on **October 18**.

The successful bidder will be required to furnish the County Manager with a 5% bid bond with submittal, and if selected, furnish the County Manager with a performance bond and proof of liability insurance prior to commencing work.

The Columbia County Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

Columbia County Board of County Commissioners

Tim Murphy, Chair

EXHIBIT B
INVITATION TO BID

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1		
2	Maintenance of Traffic	LS	1		
3	Silt Fence	LF	6320		
4	Borrow	CY	1000		
5	Subsoil Excavation	CY	3477		
6	Limerock Base(4") Loose Measure	CY	4904		
7	Turnout Construction	SY	1000		
8	Mixing Existing Pavement, 10" Depth	SY	44136		
9	Grading and Finishing Mixed Base and Shoulder	SY	44136		
10	Asphaltic Conc. SP 12.5 structural	TN	3641		
11	Asphaltic Conc. SP 9.5 surface	TN	3741		
12	Seed and Mulch	LF	18056		
13	Sod	SY	14043		
14	Retroreflective Pavement Markings	EA	1020		
15	Painted Pavement Markings	LS	1		
16	Cross Drain, 18" RCP	LF	56		
17	Cross Drain, 30" RCP	LF	256		
18	Cross Drain, 19" x 30" ERCP	LF	96		
19	Cross Drain, 29" x 45" ERCP	LF	240		
20	Cross Drain, 38" x 60" ERCP	LF	56		
21	Mitered End Section (18")	EA	2		
22	Mitered End Section (30")	EA	2		
23	Mitered End Section (19"x30")	EA	8		
24	Mitered End Section (29"x45")	LF	8		
25	Mitered End Section (38"x60")	EA	2		

TOTAL BID:

Contractor Name (PRINT): _____

Contractor Signature: _____

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

PAY ITEM NOTES

Item 2 - Shall include all elements required per FDOT standards and include temporary centerline/stop bar delineation at all non working times, stationing/offsets, and any edge of pavement reclamation where required.

Item 3 - Shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

Item 6 – Shall include 4” limerock, loose measure, placed by mechanical spreader with adjustable screed to monitor and verify the limerock mat thickness before mixing begins.

Item 7 – Includes 8” compacted subgrade, 6” limerock base and 165 lbs/sy SP 9.5

Item 8 - Average depth shall be 10 inches and shall be achieved with a milling machine or engineer approved equivalent.

Item 9 – Includes all construction layouts required, scarifying, shaping, shoulder clipping, compacting, finishing, and priming for placement of asphalt and sod.

Item 10 – Includes placement of SP 12.5 @ +/-165 lb/sy.

Item 11 – Includes placement of SP 9.5 @ +/-165 lb/sy.

Item 12 - Shall be placed at all disturbed areas not sodded, as directed by the engineer.

Item 13 – Includes cost to place 42” sod strip along edge of pavement and in areas directed by the engineer.

Item 19 - Shall include striping the roadway back to existing layout and shall include stop bars at all stop conditions, centerline/edgeline striping (2 coats each), and RPM's throughout.

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

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

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

Company Name: _____ **(SEAL)**

**Authorized
Company
Representative:**

Printed Name **Signature**

Attested By:

Printed Name **Signature**

Total Bid Amount: _____

Date: _____

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

General Requirements

I. General.

This project includes full depth reclamation, resurfacing and widening existing 19' wide and 20' wide asphaltic paved road section to 22' wide for approximately 18,350 LF, or 3.5 miles, from CR 250 W (Lake Jeffrey Rd.) to CR 25A with drainage and roadway improvements. Project consists of placement of 4" limerock, 10" full depth reclamation, widening entire section to 22', and placement of new asphalt pavement in two layers (structural and surface).

Scope of work includes storm pipe, limerock, widening, mixing, grading, asphaltic concrete pavement, erosion control, grassing, painted pavement markings, and incidental items.

II. Contract Time

The contract time shall be **90 calendar days** from the date of contract execution. The contractor will be required to return executed contract to Ray Hill, Columbia County Purchasing Director and Chad Williams, Columbia County Engineer, within 14 days of Board approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be based on FDOT specifications. No work is allowed on Saturdays, Sundays, and/or County designated holidays.

III. Construction and Materials

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

IV. Roadway Construction Requirements

Install permanent construction signs prior to any work beginning on each end of project and any County connector roads.

Install Silt Fence as directed by Engineer prior to any earthwork activities.

Install all stormwater pipes and structures.

Saw cut all driveways along the roadway +/-11.5'-12' from centerline to allow for widening.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS

Cut trench along edge of pavement 10" deep and +/- 1.5' wide in the 20' section (STA to STA) and 2.5' wide in the 18' section (STA to STA). Add ±4 inches of limerock (loose measure) across one lane of existing pavement with a mechanical spreader (leaving the centerline striping), then mix 10 inch minimum depth and spread uniformly to provide 11 feet 6 inch wide base from centerline of roadway and compact. Water truck shall be onsite to suppress dust for the duration of the day.

Material samples will be required to establish LBR and proctor for density test. Contractor shall shape and compact mixed materials to obtain 98% maximum density. Two percent (2%) cross slope required unless required to match existing.

CENTERLINE DELINEATION SHALL BE REQUIRED AT ALL NON-WORKING TIMES INCLUDING ONCE BOTH LANES HAVE BEEN MIXED USING RPM'S.

Repeat process for adjacent travel lane.

Once Full Depth Reclamation has occurred, roadway shall not be left exposed more than 7 days. Time may be extended by mutual agreement of both parties.

Provide finished base surface with 2% cross slope and prime coat.

Provide 6" limerock base and for non-paved County intersections at locations directed by the Engineer.

Place 1st lift of asphaltic concrete (SP 12.5 Fine Mix at 155 lb/sy) to provide 22 feet roadway surface. Temporary centerline paint required.

Place asphaltic concrete (SP 9.5 at 165 lb/sy) for non-paved County intersections and resurface paved county intersections as directed by the Engineer.

Place borrow material and final dress as directed by Engineer.

Place 42" wide sod strip (Bahia) and seed and mulch as directed by the Engineer.

Place 2nd lift of asphaltic concrete (SP 9.5 at 135 lb/sy) to provide 22 feet roadway surface.

Paint 1st coat of permanent centerline, edgelines, and stop bars. Install raised pavement markings (RPM's).

2nd and final application of painted pavement markings is required. M.O.T. crew is required to prevent paint tracking.

V. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed between the hours of **8:30 A.M. to 4:30 P.M.** only.

All construction signage shall be provided by the contractor.

CENTERLINE DELINEATION SHALL BE REQUIRED AT ALL NON-WORKING TIMES.

VI. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage. Contractor invoice shall include Columbia County Invoice Cover Sheet (see attached).

Purchasing Department – General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material or county use.
 - F. The ability of bidder to provide future maintenance
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.

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8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.

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19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
22. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
23. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
24. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
25. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
26. Submitting a proposal when the bidder intends to sublet the contract may be a cause

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for rejection of bids or cancellation of the contract by the County Manager.

27. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
28. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
30. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
31. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
32. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
33. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.

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34. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
35. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
36. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
37. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
38. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the County.
39. Contractor shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.
40. Any existing materials demolished within county right of way may be retained by Columbia County.

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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BID PROPOSAL

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

ITEM	UNIT	QUANTITY	UNIT COST	TOTAL	
1	Mobilization	LS	1	79,300.00	79,300.00
2	Maintenance of Traffic	LS	1	74,276.00	74,276.00
3	Silt Fence	LF	6320	1.50	9,480.00
4	Borrow	CY	1000	12.00	12,000.00
5	Subsoil Excavation	CY	3477	18.00	62,586.00
6	Limerock Base(4") Loose Measure	CY	4904	14.00	68,656.00
7	Turnout Construction	SY	1000	33.00	33,000.00
8	Mixing Existing Pavement, 10" Depth	SY	44136	1.00	44,136.00
9	Grading and Finishing Mixed Base and Shoulder	SY	44136	1.42	63,000.00
10	Asphaltic Conc. SP 12.5 structural	TN	3641	90.00	327,690.00
11	Asphaltic Conc. SP 9.5 surface	TN	3741	93.00	347,913.00
12	Seed and Mulch	LF	18056	62	11,360.00
13	Sod	SY	14043	1.90	26,682.00
14	Retroreflective Pavement Markings	EA	1020	4.00	4,080.00
15	Painted Pavement Markings	LS	1	33,000.00	33,000.00
16	Cross Drain, 18" RCP	LF	56	63.00	3,528.00
17	Cross Drain, 30" RCP	LF	256	90.00	23,040.00
18	Cross Drain, 19" x 30" ERCP	LF	96	96.00	9,216.00
19	Cross Drain, 29" x 45" ERCP	LF	240	153.00	36,720.00
20	Cross Drain, 38" x 60" ERCP	LF	56	290.00	16,240.00
21	Mitered End Section (18")	EA	2	800.00	1,600.00
22	Mitered End Section (30")	EA	2	900.00	1,800.00
23	Mitered End Section (19"x30")	EA	8	950.00	7,600.00
24	Mitered End Section (29"x45")	LF	8	1,200.00	9,600.00
25	Mitered End Section (38"x60")	EA	2	1,400.00	2,800.00

TOTAL BID: \$1,309,303.00

Contractor Name (PRINT): James F. Boone

Contractor Signature: 

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2018-04
NW MOORE ROAD – ROADWAY IMPROVEMENTS**

PAY ITEM NOTES

Item 2 - Shall include all elements required per FDOT standards and include temporary centerline/stop bar delineation at all non working times, stationing/offsets, and any edge of pavement reclamation where required.

Item 3 - Shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

Item 6 - Shall include 4" limerock, loose measure, placed by mechanical spreader with adjustable screed to monitor and verify the limerock mat thickness before mixing begins.

Item 7 - Includes 8" compacted subgrade, 6" limerock base and 165 lbs/sy SP 9.5

Item 8 - Average depth shall be 10 inches and shall be achieved with a milling machine or engineer approved equivalent.

Item 9 - Includes all construction layouts required, scarifying, shaping, shoulder clipping, compacting, finishing, and priming for placement of asphalt and sod.

Item 10 - Includes placement of SP 12.5 @ +/-165 lb/sy.

Item 11 - Includes placement of SP 9.5 @ +/-165 lb/sy.

Item 12 - Shall be placed at all disturbed areas not sodded, as directed by the engineer.

Item 13 - Includes cost to place 42" sod strip along edge of pavement and in areas directed by the engineer.

Item 19 - Shall include striping the roadway back to existing layout and shall include stop bars at all stop conditions, centerline/edgeline striping (2 coats each), and RPM's throughout.

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

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

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

Company Name: C.A. Boone Construction, Inc (SEAL)

Authorized Company Representative: James F. Boone (President)  **Signature**
Printed Name

Attested By: Sherry Font (Secretary of Corporation)  **Signature**
Printed Name

Total Bid Amount: \$1,309,303.00

Date: October 26, 2018



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

L Dale Waldorff; Pamela L Jarman; Clyde D Hare; Benjamin H French;
Paul A Locascio; Rebekah G Wolf; K Wayne Walker

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): **\$7,500,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of October, 2018

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

C.A. Boone Construction, Inc., P.O. Box 3236, Lake City, FL 32056
as Principal, hereinafter called the Principal, and

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424
a corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto

Columbia County, 135 Hernando Ave., Lake City, FL 32055
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

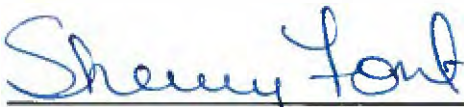
Dollars (\$)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
#2018-04 NW Moore Rd., Columbia County

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of October, 2018.



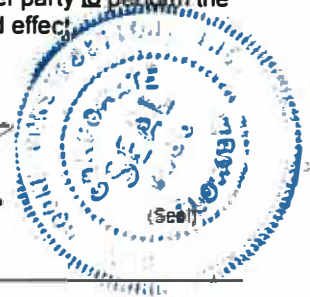
(Witness)

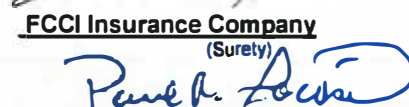


(Witness)



C.A. Boone Construction, Inc.
(Principal)





FCCI Insurance Company
(Surety)



**Paul A. Locascio, Attorney-in-Fact
& Florida Licensed Resident Agent**

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: 9/25/2018 Meeting Date: 11/15/2018

Name: Shayne Morgan Department: Emergency Management

Division Manager's Signature: 

1. Nature and purpose of agenda item:

To approve the revised agreement between the Columbia County School Board and the Board of County Commissioners, in which the School Board will provide mutual aid to the County for Sheltering Operations.

2. Recommended Motion/Action:

Motion to approve an Interlocal agreement between the Columbia County School District and Columbia County for Emergency Shelters

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**INTERLOCAL AGREEMENT FOR
EMERGENCY SHELTERS
IN COLUMBIA COUNTY, FLORIDA**

THIS AGREEMENT made this ____ day of _____, 2018, by and between the Columbia County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the Columbia County School Board, a public agency of the State of Florida, hereinafter referred to as the “School Board”.

WHEREAS, the County and School Board recognize their mutual obligations and responsibility for the sheltering of the citizens of Columbia County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County and School Board to support efforts that facilitate communications and coordination; and

WHEREAS, the County and the School Board recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), Florida Statutes, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, Florida Statutes, requires the incorporation of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, Florida Statutes, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, Florida Statutes, defines the State’s intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Columbia County; and

NOW, THEREFORE, be it mutually agreed between the Columbia County School Board and the Board of County Commissioners of Columbia County that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Columbia County during a state of declared local emergency:

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969” (the Act), and all applicable portions of the Act are made a part hereof and incorporated

herein as if set forth at length herein, including, but not limited to the following specific provisions:

- (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;
 - (b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility;
2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different sections, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.
5. School Board facilities, equipment, materials, and personnel will be provided to assist the County for the duration of any state of declared local emergency.
6. Throughout the year the School Board shall work cooperatively with the County to enhance the sheltering operations. The School Board will provide core shelter staff that will include administration, custodial, and maintenance personnel. In addition, district support teams from Information Services and Transportation may be required. The School Board will also provide food service personnel for the designated special needs shelter.

7. In the event a state of local emergency is declared by the County:
 - a. The Columbia County Director of Emergency Management or his designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
 - c. The Columbia County Director of Emergency Management or his designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, Florida Statutes.
 - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter. If one is not available a school administrator will be present before opening.
 - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
8. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.
9. The County shall reimburse the School Board for actual costs to the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources.
10. The County shall reimburse the School Board for actual costs to the School Board for all eligible supplies and eligible materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 30 days, or as soon as possible.

11. For purposes of FEMA funding or reimbursement, the School Board shall make available such personnel as may be reasonably required by the County Emergency Management Director to respond to and complete any application for funding or reimbursement for anything provided through or under this agreement.
12. If all efforts at obtaining reimbursement of County funds paid to the School Board pursuant to Paragraph 10 are exhausted, or if a disallowance is made for any requested reimbursement, then the County shall invoice the School Board for such amounts that are not reimbursed or are disallowed.
13. The Emergency Operations Center shall provide annual training for all staff members involved with shelter operations or utilize a “train the trainer” format. Those staff members will include all primary and back-up staff members that could potentially be assigned to a shelter or involved with shelter operations. The School Board and the County agree that the County will, after the first twenty-four (24) hours, supplement District shelter staff with an equal number of trained county employees, and/or volunteers allowing some School Board staff to be released from duty.
14. The County and the School Board agree that the County may designate one school specifically for Special Needs clients which will be staffed by the Columbia County Department of Health.
15. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, Florida Statutes, and to the plans of the Federal Government and the State of Florida acting through the State Division of Emergency Management.
16. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
17. The term of this Interlocal Agreement shall be for a period of one year. This agreement may be amended only upon mutual agreement by the Board of County Commissioners and Columbia County School Board and will automatically renew each year.
18. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

**COLUMBIA COUNTY
SCHOOL BOARD**

Tim Murphy, Chair

Keith Hudson, Chair

ATTEST:

ATTEST:

P. DeWitt Cason, Clerk

Alex L. Carswell, Jr., Superintendent
Columbia County School District

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Joel F. Foreman, County Attorney

School Board Attorney



**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: 11/6/2018 Meeting Date: 11/15/2018

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", is written over a light blue background.

1. Nature and purpose of agenda item:

Request for the Board to consider evicting tenants at 854 SE Monroe Street. Property was acquired by County by escheatment for nonpayment of taxes.

2. Recommended Motion/Action:

To authorize the County Attorney to initiate and prosecute eviction at 854 SE Monroe Street, Lake City and to surplus 854 SE Monroe Street, Lake City for auction as soon as possible.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, November 15, 2018

From: Joel F. Foreman

Re: Escheated Property – 854 SE Monroe Street, Lake City

Date: November 6, 2018

On April 24, 2018, pursuant to its powers under Florida Statutes section 197.508(8), the Clerk's office issued an Escheatment Tax Deed to Columbia County for a home located at 854 SE Monroe Street in Lake City. A copy of that deed is attached for your review.

Pursuant to this statute:

Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

I have attached the parcel details from the Property Appraiser's website along with Google Maps Street View photo of the property in question. It appears a leaf was obstructing the Street View camera when this photo was taken.

I visited this property with County Manager Scott on November 5, 2018. We observed up to two individuals who are likely occupying or using the property.

The County has a duty to marshal its assets in good faith and for public purposes. Permitting private parties to continue to occupy the County's property rent-free results in a special private benefit to the tenant at the property. Except as provided under specific grants or programs, I do not believe the County should take on the role of landlord for its escheated properties.

I am recommending that the County retake possession of the premises, surplus the property, and sell the property to compensate the County for unpaid taxes that resulted in the escheatment deed.

Recommended Motion: To authorize the County Attorney to initiate and prosecute eviction at 854 SE Monroe Street, Lake City and to surplus 854 SE Monroe Street, Lake City for auction as soon as possible.

Inst: 201812007977 Date: 04/24/2018 Time: 1:53PM
Page 1 of 3 B: 1358 P: 1015, P.DeWitt Cason, Clerk of Court
Columbia, County, By: KV
Deputy Clerk

Tax Deed File Number: 14-92 TD
Property Identification Number: 33-3S-17-13003-000

Escheatment Tax Deed

STATE OF FLORIDA
COUNTY OF COLUMBIA

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which are deemed, canceled pursuant to said statute.

Now, on this 24th day of April, 2018, the undersigned Clerk conveys to Columbia County through its Board of County Commissioners, whose address is: 135 NE Hernando Ave., Lake City, 32055'

Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situate in Columbia County, Florida:

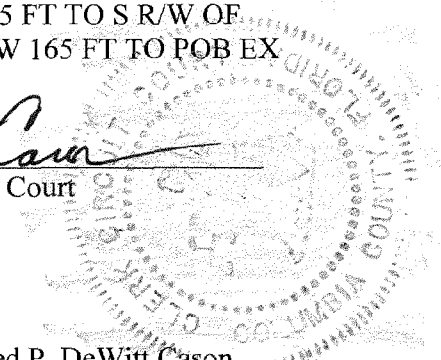
SEC 33 TWN 3S RNG 17 PARCEL NUMBER: 13003-000

E DIV: COMM NE COR OF PROP OF RUBY P DUCKWORTH DESC IN DB 25 PG 662, RUN N 100 FT FOR POB, RUN W 165 FT, N APPROX 65 FT TO S R/W OF MONROE ST, E ALONG R/W 165 FT, S APPROX 62.22 FT, W 165 FT TO POB EX 60 FT OFF EAST SIDE.

Witness:

[Handwritten signatures of witnesses]

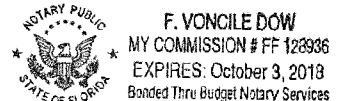
[Signature of P. DeWitt Cason]
Clerk of the Circuit Court



BEFORE ME, the undersigned notary public, personally appeared P. DeWitt Cason, Clerk of the Circuit Court in and for the State and this county, who is known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of his own free act and deed for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME ON April 24, 2018.

[Signature of F. Voncile Dow]
Notary Public



THE LAKE CITY REPORTER

Lake City, Columbia County, Florida

Legal Copy
As Published

STATE OF FLORIDA,
COUNTY OF COLUMBIA,

Before the undersigned authority personally appeared Todd Wilson who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; that the attached copy of advertisement, being a

.....
in the matter of *Legal Notice of Application for Tax Deed*

.....
in the Court, was published
in said newspaper in the issues of *March 18, 25, 2015*
April 1, 8, 2015

RECEIVED

APR 10 2015

Affiant further says that The Lake City Reporter is a newspaper published at Lake City in said Columbia County, Florida, and that the said newspaper has heretofore been continuously published in said Columbia County, Florida, and has been entered as second class mail matter at the post office in Lake City, in said Columbia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this *8* day of *April*

A.D., 20 *15*



KATHLEEN A. RIOTTO
MY COMMISSION # FF 133406
EXPIRES: August 20, 2013
Bonded Thru Budget Notary Services

[Signature]
Kathleen A Riotta

Notary Public

NOTICE OF APPLICATION FOR TAX DEED
Sec. 197.241.F.S.
Notice is hereby given that the Moonstone Lien Investments, LLC of the following certificate has filed said certificate for a Tax Deed to be issued thereon. The certificate number and year of issuance, the description of the property and name in which it was assessed is as follows:
Certificate Number: 3822
Year of Issuance: 2012
Description of Property: SEC33 TWN 3S RNG 17 PARCEL NUMBER 13003-000
E DIV: COMM NE COR OF PROP OF RUBY P DUCKWORTH DESC IN DB 25 PAGE 662, RUN N 100 FT FOR POB, RUN W 165 FT, N APPROX 65 FT TO S R/W OF MONROE ST, E ALONG R/W 165 FT, S APPROX 62.22 FT, W 165 FT TO POB EX 60 FT OFF EAST SIDE DB 57-495 ORB 744-645, 793-1422 (NEED SURVEY SOME DEMINIONS ARE CLACULATED) PROB# 05-142 CP 1056-486 THRU 503, WD 1190-2494 DC 1190-2493 (CORLEY LINZY) & WD 1214-1866
Name in which assessed: TAMMY SEARLES
All of said property being in the County of Columbia, State of Florida. Unless said certificate shall be redeemed according to law, the property described in such certificate will be sold to the highest bidder at the Courthouse on Monday the 20th of April, 2015 at 11:00 A.M.
P. DEWITT CASON
CLERK OF COURTS
AMERICANS WITH DISABILITIES ACT: If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Carrina Cooper, Court Administration at 173 NE Hernando Avenue, Room 408, Lake City, Florida 32055, 386-758-2163 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
10738579
March 18, 25, 2015
April 1, 8, 2015

14-92 TD

CERTIFICATE OF CLERK

I HEREBY CERTIFY that copies of the Notice of Application for Tax Deed filed by Moonstone Lien Investments, LLC regarding Tax Certificate number 3822 issued May 31, 2012, were mailed via certified mail to the following persons:

Moonstone Lien Investments, LLC
c/o Tax Ease
14901 Quorum Dr., STE 900
Dallas, TX 75254

Tammy Searles
854 SE Monroe St
Lake City, FL 32025

Citifinacial
641 Harrison Ave
Panama City, FL 32401

Jimmy & Andrea Salazar
859 SE Putnam St
Lake City, FL 32025

Preston & Laura Ellis
874 SE Monroe St
Lake City, FL 32025

Dated this 20th day of March, 2015, at Columbia County, Florida.

(Seal)



P. DEWITT CASON
CLERK OF COURT

Columbia County Property Appraiser

Jeff Hampton

2018 Tax Roll Year

updated: 11/1/2018

Parcel: << **33-3S-17-13003-000** >>

Owner & Property Info

Result: 1 of 0

Owner	COLUMBIA COUNTY, FLORIDA 135 NE HERNANDO AVE LAKE CITY, FL 32055		
Site	854 MONROE ST, LAKE CITY		
Description*	E DIV: COMM NE COR OF PROP OF E DIV: COMM NE COR OF PROP OF RUBY P DUCKWORTH DESC IN DB 25 RUBY P DUCKWORTH DESC IN DB 25 PAGE 662, RUN N 100 FT FOR PAGE 662, RUN N 100 FT FOR POB, RUN W 165 FT, N APPROX 65 POB, RUN W 165 FT, N APPROX 65 FT TO S R/W OF MON ...more>>>		
Area	0.156 AC	S/T/R	33-3S-17
Use Code**	SINGLE FAM (000100)	Tax District	1

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2018 Certified Values		2019 Working Values	
Mkt Land (1)	\$5,118	Mkt Land (1)	\$5,118
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (1)	\$47,172	Building (1)	\$48,046
XFOB (1)	\$800	XFOB (1)	\$800
Just	\$53,090	Just	\$53,964
Class	\$0	Class	\$0
Appraised	\$53,090	Appraised	\$53,964
SOH Cap [?]	\$1,660	SOH Cap [?]	\$1,660
Assessed	\$50,993	Assessed	\$53,964
Exempt	HX H3 OTHER \$50,993	Exempt	\$0
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	Total Taxable	county:\$53,964 city:\$53,964 other:\$53,964 school:\$53,964



▼ Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
4/24/2018	\$0	1358/1015	TD	I	U	18
5/11/2011	\$100	1214/1866	WD	I	U	11
12/11/2009	\$100	1190/2494	WD	I	U	11
7/25/1994	\$25,000	793/1422	WD	I	Q	

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	1	SINGLE FAM (000100)	1950	1142	1468	\$48,046

*Bldg_Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0296	SHED METAL	2017	\$800.00	1.000	0 x 0 x 0	(000.00)

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
000100	SFR (MKT)	6,825.000 SF - (0.156 AC)	1.00/1.00 1.00/1.00	\$1	\$5,118

Search Result: 1 of 0

© Columbia County Property Appraiser | Jeff Hampton | Lake City, Florida | 386-758-1083

by: GrizzlyLogic.com



Image capture: Jun 2013 © 2018 Google

Lake City, Florida



Street View - Jun 2013





**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: 11/7/2018 Meeting Date: 11/15/2018

Name: Lacey Boatright Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

BA 18-77 -- Appropriate loan proceeds from lease with Beard Equipment for four Motor Graders- \$913,240

2. Recommended Motion/Action:

Approve BA 18-77 appropriating loan proceeds from lease with Beard Equipment for four Motor Graders- \$913,240

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.
The budget amendment number is BA 18-77 using fund 101-TRANSPORTATION TRUST.

FROM:	TO:	AMOUNT:
101-0000-383.10-00 INSTALLMENT PURCHASES / CAPITAL LEASE PROCEEDS	101-4270-541.60-64 CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$913,240.00

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

Date: 11/07/2018

To: Ben Scott, County Manager

From: Lacey Boatright, Financial Management Director

RE: Budget Amendment 18-77

The above referenced amendment is requested to appropriate loan proceeds from lease with Beard Equipment on four Motor Graders.



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: 11/6/2018 Meeting Date: 11/15/2018

Name: Lacey Boatright Department: BCC Administration

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

BA 19-05: Appropriate the Tax Collector's FY 2017-2018 Year End Reversion- \$70,618

2. Recommended Motion/Action:

Approve BA 19-05 allowing the Appropriation of the Tax Collector's FY 2017-2018 Year End Reversion- \$70,618

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below. The budget amendment number is BA 19-05 using fund 001-GENERAL FUND.

Table with 3 columns: FROM, TO, AMOUNT. FROM: 001-0000-389.04-00 OTHER SOURCES / CASH BALANCE FORWARD; TO: 001-8100-581.91-19 INTERFUND TRANSFERS OUT / TAX COLLECTOR; AMOUNT: \$70,618.00



Ronnie Brannon, Tax Collector

Proudly Serving The People of Columbia County
135 NE Hernando Ave., Suite 125 • Lake City, Florida 32055-4006
(386) 758-1077 • (386) 719-7462 Fax

October 29, 2018

Mr. Ben Scott, County Manager
Columbia, Board of County Commissioners
135 NE Hernando Ave., Ste. 203
Lake City, FL. 32055

HAND DELIVERED

Dear Ben,

We have discussed the breach that occurred with our network back on September 21st and our best efforts to prevent such an occurrence in the future.

My plan is to purchase a server engineered and configured to begin to build a "virtual" network in the Tax Collector office.

We have also been in contact with a local company, ComSys, based in Gainesville, that is contracting with Alachua and Suwannee County Tax Collectors for software security, monitoring and support of their office servers. I believe that this company, ComSys, would be the right fit for us. They were instrumental in recovering our files back on September 21st that allowed us to continue to serve our citizens with very little interruption. Again the results of this occurrence was the corruption of our files, which were restored from Backups, and at no time did any sensitive information of our customers get transferred or copied. The data stored locally was not private but public, which could be given upon request "under the Sunshine" or on our website. Motorist Services data is stored with DHSMV in Tallahassee and was not effected at all.

We have a quote for one (1) DELL PowerEdge R740 Server, configured for our needs as per Mr. Wallace, IT Director for this Office and ComSys. Estimated Life span for this Server is 5 years: **\$21,268.**

ComSys **one-time** installation cost of their equipment and software: **\$14,350.**

ComSys **Annual** IT Infrastructure proactive support solution with complete Backup and recovery for 22 computers and 4 servers each year for period of 3 years, monthly \$2,500: **\$30,000.**

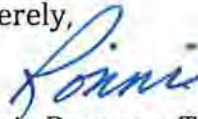
Mr. Ben Scott
October 29, 2018
Page Two

Microsoft Licensing for migration to Office 365, office production software toward a virtual program environment: **\$ 5,000**

The total Revenue request for this vital infrastructure solution: **\$70,618.**

I am requesting that this revenue come from the \$214,182 unspent revenue for the BoCC from the 17-18 Tax Collector Budget. This revenue will be included and expended in the F/Y 18-19 Budget as invoiced. ComSys will be contracted annually in the Budget beginning October 1, 2019.

Sincerely,



Ronnie Brannon, Tax Collector
Proudly Serving the People of Columbia County

RB/
XC: Hon. Tim Murphy, Chairman
Board of County Commissioners

HAND DELIVERY

Ms. Shelby Cecil, Budget Manager
Property Tax Oversight Budget Office
Florida Department of Revenue

EMAIL DELIVERY

DATE	INVOICE	INVOICE DESCRIPTION	AMOUNT
10/29/18	2017-18 BCC	2017-18 UNSPENT REVENUE	214,182.00

63 BOARD OF COUNTY COMMISSIONERS	TOTAL ➤	214,182.00
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RONNIE BRANNON
 COLUMBIA COUNTY TAX COLLECTOR
 135 NE HERNANDO AVE., SUITE 125
 LAKE CITY, FL 32055-4006

FIRST FEDERAL
 SAVINGS BANK OF FLORIDA
 LAKE CITY, FL 32055
 VOID AFTER 90 DAYS

Check No: 103985

63-8448/2631
 BRANCH 105

10/29/18

AMOUNT
***214,182.00

PAY TWO HUNDRED FOURTEEN THOUSAND ONE HUNDRED EIGHTY TWO AND 00/100

TO THE ORDER OF
 BOARD OF COUNTY COMMISSIONERS
 135 NE HERNANDO AVE., STE 203
 LAKE CITY FL 32055

RONNIE BRANNON
 TAX COLLECTOR

R Brannon

⑈ 103985 ⑈ ⑆ 263184488 ⑆ 00121338 ⑈

**RONNIE BRANNON
COLUMBIA COUNTY TAX COLLECTOR**

UNSPENT REVENUE FYE 9/30/18

10/16/2018

COMMISSIONS	REVENUE	% OF TOTAL	AMOUNT DUE
BCC	\$ 741,231.00	37.4233%	\$ 84,813.00
		0.0000%	
LAKE SHORE	\$ 47,206.00	2.3833%	\$ 5,400.00
SRWMD	\$ 19,758.00	0.9975%	\$ 2,260.00
BCC SPECIAL ASSESSMENTS	\$ 185,620.00	9.3716%	\$ 21,240.00
CITY SPECIAL ASSESSMENT	\$ 41,925.00	2.1167%	\$ 4,796.00
TOTAL COMMISSIONS	\$ 1,035,740.00	52.29%	\$ 118,509.00

OTHER REVENUE

HSMV	\$ 393,288.00		
DL FEES	\$ 202,923.00		
FFWC	\$ 3,133.00		
SALES TAX COMMISSION	\$ 1,560.00		
CONCEALED WEAPONS PERMIT	\$ 33,182.00		
BTR	\$ 18,011.00		
BIRTH CERTIFICATE	\$ 1,776.00		
CURR/DELQ FEES	\$ 178,472.00		
MISC REVENUE	\$ 5,618.00		
OVER/SHORT	\$ 375.00		
INTEREST	\$ 401.00		
BCC SA ADMIN	\$ 86,617.00		
CITY SA ADMIN	\$ 19,571.00		
OTHER REVENUE TOTAL	\$ 944,927.00	47.71%	\$ 108,129.00

TOTAL ALL REVENUE	\$ 1,980,667.00		
TOTAL EXPENDITURES	\$ (1,754,029.00)		
TOTAL EXCESS FEES	\$ 226,638.00		\$ 226,638.00

BCC	63	\$ 214,182.00
LSH	62	\$ 5,400.00
SRWMD	46	\$ 2,260.00
CITY	66	\$ 4,796.00
TOTAL PD		\$ 226,638.00

Sandy Bristo



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: 11/7/2018 Meeting Date: 11/15/2018

Name: Lacey Boatright Department: BCC Administration

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Property Appraiser - BA 19-06 - Annual Local Government Financial Report - FY Ending 09/30/2018 - \$87,739

2. Recommended Motion/Action:

Approve BA 19-06 Approving the Annual Local Government Financial Report FY Ending 09/30/2018 for \$87,739

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below. The budget amendment number is BA 19-06 using fund 001-GENERAL FUND.

Table with 3 columns: FROM, TO, AMOUNT. FROM: 001-0000-389.04-00 OTHER SOURCES / CASH BALANCE FORWARD; TO: 001-8100-581.91-13 INTERFUND TRANSFERS OUT / PROPERTY APPRAISER; AMOUNT: \$87,739.00

JEFF HAMPTON, C.F.A.

PROPERTY APPRAISER - COLUMBIA COUNTY, FLORIDA



October 31, 2018

Ben Scott
County Manager, Columbia County
Board of Commissioners
135 NE Hernando Ave, Suite 203
Lake City, Florida 32055

Dear Ben,

I respectfully request that the Board of County Commissioners set up a reserve account for the excess budget fees from the 2017-2018 fiscal year that we are returning. This reserve account would be for the future purchase of tax roll software that could cost nearly \$300,000.

The current software that we use is over thirty years old and the company that supports it has sold many times over the last few years. Along with many other Property Appraiser's in Florida we realize that now is the time to go with a different company. It is in our best interest to purchase new software with several of the other appraisers to receive a significant price reduction.

The surrounding counties of Suwannee, Lafayette, and Baker are already transitioning to the new software for the 2019 tax roll. We will need to start transitioning to the new software sometime in 2019 to be in one of the groups. The new software would be used for the 2020 tax roll. We will put the new software in our 2019-2020 budget and the cost can be spread out over 2 to 3 years.

My office has a total of \$95,017 in excess budget fees. The Board's portion is \$87,739 (95,017 x 92.34%). Please see enclosed 2017-2018 year end reports. If you have any questions, please contact me at 758-1335.

Sincerely,



Jeff Hampton,

JEFF HAMPTON, C.F.A.

PROPERTY APPRAISER - COLUMBIA COUNTY, FLORIDA



October 31, 2018

Ben Scott
County Manager, Columbia County
Board of Commissioners
135 NE Hernando Ave., Ste. 203
Lake City, FL 32055

Dear Ben,

Attached please find the Constitutional Officer's Report for the Office of Columbia County Property Appraiser for the period of October 1, 2017 through September 30, 2018.

If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Hampton".

Jeff Hampton, CFA
Property Appraiser

**STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR**

CERTIFICATION

Name of governmental unit

COLUMBIA COUNTY PROPERTY APPRAISER

Address

135 NE HERNANDO AVE SUITE 238

City and zip Code

LAKE CITY, FLORIDA 32055

Name of chief financial officer

Title of chief financial officer

JEFF HAMPTON

Telephone number (386) 758-1083

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending **September 30, 2018.**




Signature

Office of PROPERTY APPRAISER

COLUMBIA COUNTY

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

Sworn to and subscribed before me this 31ST day of October, 2018 by



Signature of Notary Public - State of Florida

KYLIE D MARKHAM

Print, Type, or Stamp Commissioned Name of Notary Public

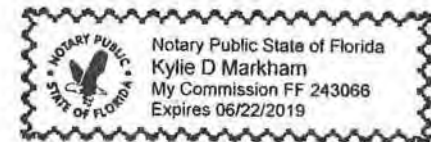
Personally Known X OR Produced Identification

Type of Identification Produced

Person who may be contacted regarding this report.

Name JEFF HAMPTON

Telephone number (386) 758-1083



FUND GROUP REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: **PROPERTY APPRAISER** ID NUMBER _____

REPORTING FUND GROUP: _____

REVENUES AND OTHER CREDITS
(511.000 THROUGH 592.000)

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
513.11	OFFICIAL SALARY	115,639.92
513.12	REGULAR SALARIES	753,572.58
513.13	TEMPORARY SALARIES	
513.14	OVERTIME	2,382.74
513.15	SPECIAL PAY	36,673.93
513.21	FICA TAXES	63,707.94
513.22	OFFICIAL RETIREMENT	53,541.30
513.22	EMPLOYEES RETIREMENT	103,513.70
513.23	LIFE AND HEALTH INSURANCE	150,150.30
513.31	EDP SERVICES CONTRACT	37,575.20
513.31	APPRAISAL SERVICES	0.00
513.31	LEGAL SERVICES	8,655.98
513.32	ACCOUNTING AND AUDITING	371.89
513.34	OTHER CONTRACTURAL	138,487.50
513.34	OTHER CONTRACTURAL-MAPPING	10,564.00
513.40	TRAVEL	14,635.38
513.41	COMMUNICATIONS	10,500.76
513.42	POSTAGE	9,000.00
513.44	RENTALS AND LEASES	6,708.34
513.45	INSURANCE	126.00
513.46	REPAIRS AND MAINTENANCE OFFICE SPACE	1,779.71
513.46	REPAIRS AND MAINTENANCE OFFICE EQUIPMENT	3,327.50
513.46	REPAIRS AND MAINTENANCE - VEHICLE	11,450.05
513.46	REPAIRS AND MAINENANCE - EDP	10,215.00
513.47	PRINTING	3,329.05
513.49	LEGAL ADS	1,165.00
513.51	OFFICE SUPPLY - MAPPING	4,059.24
513.51	OFFICE SUPPLE - EDP	9,791.44
513.52	OFFICE SUPPLY - GENERAL	3,166.29
513.54	EDUCATION	8,913.00
513.54	DUES	6,202.14
513.55	SUBSCRIPTIONS	697.25
513.60	CAPITAL OUTLAY	26,390.00
	TOTAL EXPENDITURES AND OTHER DEBITS	<u>1,606,293.13</u>

**FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES**

REPORTING ENTITY: COLUMBIA COUNTY PROPERTY APPRAISER

REPORTING FUND GROUP 513

**REVENUES AND OTHER CREDITS
(311.00 THROUGH 390.000)**

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
341.56	BOARD OF COUNTY COMMISSIONERS	\$1,483,251
341.562	LAKE SHORE HOSPITAL AUTHORITY	\$86,258
341.564	SUWANNE RIVER WATER MANAGEMENT DIST.	\$36,784
	EARNED FEES, INTEREST, COPIES AND MAPS	\$2191.63

**2017/2018 REVISED COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X	\$95,017			XXXXXXXXXX	XXXXXXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXXXX	XXXXXXXXXXXX	
Accounts receivable (net)	115				XXXXXXXXXX	XXXXXXXXXXXX	
Interfund receivables and advances	13X				XXXXXXXXXX	XXXXXXXXXXXX	
Receivables from other governments	133				XXXXXXXXXX	XXXXXXXXXXXX	
Other receivables (net)	12X				XXXXXXXXXX	XXXXXXXXXXXX	
Inventories	14X				XXXXXXXXXX	XXXXXXXXXXXX	
Investments (net)	151				XXXXXXXXXX	XXXXXXXXXXXX	
Prepaid Items	155				XXXXXXXXXX	XXXXXXXXXXXX	
Other assets	156				XXXXXXXXXX	XXXXXXXXXXXX	
Fixed Assets	16X	XXXXXXXXXXXX				XXXXXXXXXXXX	
Amount available in debt service	180	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXX		
Amount to be provided	181	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS		\$95,017					\$95,017

(CONTINUED)
FORM DBF-AA-402
(Rev. 6/7/94)

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

		Governmental	Proprietary	Fiduciary	General	General	Total
LIABILITIES	Code	fund types	fund types	fund types	fixed assets	long-term debt	(memorandum only)
Accounts payable	2XX				XXXXXXXXXX	XXXXXXXXXXXX	
Interfund payables	20X				XXXXXXXXXX	XXXXXXXXXXXX	
Payables to other governments	208	\$95,017			XXXXXXXXXX		
Other liabilities	23X				XXXXXXXXXX		
Deposits	220				XXXXXXXXXX	XXXXXXXXXXXX	
Obligation under reverse repurchase agreements	223				XXXXXXXXXX	XXXXXXXXXXXX	
Deferred revenue	223				XXXXXXXXXX	XXXXXXXXXXXX	
Debt service payable	22X				XXXXXXXXXX		
Compensated absences	21X				XXXXXXXXXX		
TOTAL LIABILITIES		\$95,017					\$95,017



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: 11/7/2018 Meeting Date: 11/15/2018

Name: Lacey Boatright Department: BCC Administration

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Property Appraiser- BA 19-07- Salary adjustments for Constitutional Officer per DOR and COLA adjustments for employees- \$21,002

2. Recommended Motion/Action:

Approve BA 19-07 for \$21,002 to update the Constitutional Officer's salary per the Department of Revenue and the COLA adjustments for staff.

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below. The budget amemdment number is BA 19-07 using fund 001-GENERAL FUND.

Table with 3 columns: FROM, TO, AMOUNT. FROM: 001-8400-584.90-98 RESERVES / CASH BALANCE FORWARD; TO: 001-8100-581.91-13 INTERFUND TRANSFERS OUT / PROPERTY APPRAISER; AMOUNT: \$21,002.00

PROPERTY APPRAISER'S BUDGET FISCAL YEAR 2018-2019									
COLUMBIA	COUNTY								
APPROPRIATION CATEGORY/ OBJECT CODE	ORIGINAL BUDGET	BA #1 DOR	BA #2 10/22/18	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	CURRENT BUDGET
NUMBER OF POSITIONS	19								19
ANNUAL SALARY RATE	\$899,218	\$888	\$16,380						\$916,486
PERSONNEL SERVICES									
11 OFFICIAL	\$115,640	\$888							\$116,528
12 EMPLOYEES (REGULAR)	783,578		16,380						799,958
13 EMPLOYEES (TEMPORARY)	0								0
14 OVERTIME	5,000								5,000
15 SPECIAL PAY	43,370								43,370
21 FICA									
2152 FICA - REGULAR	70,779	68	1,253						72,100
2153 FICA - OTHER	0								0
22 RETIREMENT									
2251 RETIREMENT - OFFICIAL	56,317	432							56,749
2252 RETIREMENT - EMPLOYEE	44,873		977						45,850
2253 SMS/SES	54,905		876						55,781
2254 DROP	5,349		128						5,477
23 LIFE & HEALTH INSURANCE	136,806								136,806
24 WORKER'S COMPENSATION	0								0
25 UNEMPLOYMENT COMP.	0								0
TOTAL PERSONNEL SERVICES	\$1,316,617	\$1,388	\$19,614	\$0	\$0	\$0	\$0	\$0	\$1,337,619
OPERATING EXPENSES									
31 PROFESSIONAL SERVICES									
3151 EDP SERVICES	\$40,000								\$40,000
3152 APPRAISAL SERVICES	0								0
3153 MAPPING SERVICES	8,582								8,582
3154 LEGAL SERVICES	15,000								15,000
3159 OTHER PROFESS. SERVICES	0								0

APPROPRIATION CATEGORY/ OBJECT CODE	ORIGINAL BUDGET	BA #1 DOR	BA #2 10/22/18	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	CURRENT BUDGET
32 ACCOUNTING & AUDITING	1,500								1,500
33 COURT REPORTER	0								0
34 OTHER CONTR. SERVICES	68,393								68,393
40 TRAVEL & PER DIEM	15,652								15,652
41 COMMUNICATIONS	11,580								11,580
42 TRANSPORTATION									
4251 POSTAGE	12,935								12,935
4252 FREIGHT	0								0
43 UTILITIES	0								0
44 RENTALS & LEASES									
4451 OFFICE EQUIPMENT	7,000								7,000
4452 VEHICLES	0								0
4453 OFFICE SPACE	0								0
4454 EDP	0								0
45 INSURANCE	126								126
46 REPAIR & MAINTENANCE									
4651 OFFICE EQUIPMENT	2,900								2,900
4652 VEHICLES	14,000								14,000
4653 OFFICE SPACE	1,000								1,000
4654 EDP	15,100								15,100
47 PRINTING & BINDING	2,800								2,800
49 OTHER CURRENT CHARGES									
4951 LEGAL ADVERTISEMENTS	1,000								1,000
4952 AERIAL PHOTOS	0								0
4959 OTHER	0								0
51 OFFICE SUPPLIES	3,800								3,800
52 OPERATING SUPPLIES	13,228								13,228
54 BOOKS/PUBLICATIONS									
5451 BOOKS	0								0
5452 SUBSCRIPTIONS	900								900
5453 EDUCATION	8,043								8,043
5454 DUES/MEMBERSHIP	6,000								6,000
TOTAL OPERATING EXPENSES	\$249,539	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$249,539

APPROPRIATION CATEGORY/ OBJECT CODE	ORIGINAL BUDGET	BA #1 DOR	BA #2 10/22/18	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	CURRENT BUDGET
CAPITAL OUTLAY									
64 MACHINERY & EQUIPMENT									
6451 EDP EQUIPMENT	\$0								\$0
6452 OFFICE FURNITURE	0								0
6453 OFFICE EQUIPMENT	0								0
6454 VEHICLES	26,390								26,390
65 BOOKS	0								0
68 INTANGIBLE ASSETS	0								0
TOTAL CAPITAL OUTLAY	\$26,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,390
NON-OPERATING									
91 EDP CONTRACT RESERVE	\$2,297								\$2,297
92 OTHER CONTRACT RESERVE	0								0
93 SPECIAL CONTINGENCY	51,739								51,739
94 EMERGENCY CONTINGENCY	5,500								5,500
TOTAL NON-OPERATING	\$59,536	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,536
TOTAL	\$1,652,082	\$1,388	\$19,614	\$0	\$0	\$0	\$0	\$0	\$1,673,084

COLUMBIA COUNTY		PROPERTY APPRAISER'S BUDGET FISCAL YEAR 2018-2019							
APPROPRIATION CATEGORY/ OBJECT CODE	ORIGINAL BUDGET	BA #1 DOR	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	CURRENT BUDGET
NUMBER OF POSITIONS	19								19
ANNUAL SALARY RATE	\$899,218	\$888							\$900,106
PERSONNEL SERVICES									
11 OFFICIAL	\$115,640	\$888							\$116,528
12 EMPLOYEES (REGULAR)	783,578								783,578
13 EMPLOYEES (TEMPORARY)	0								0
14 OVERTIME	5,000								5,000
15 SPECIAL PAY	43,370								43,370
21 FICA									
2152 FICA - REGULAR	70,779	68							70,847
2153 FICA - OTHER	0								0
22 RETIREMENT									
2251 RETIREMENT - OFFICIAL	56,317	432							56,749
2252 RETIREMENT - EMPLOYEE	44,873								44,873
2253 SMS/SES	54,905								54,905
2254 DROP	5,349								5,349
23 LIFE & HEALTH INSURANCE	136,806								136,806
24 WORKER'S COMPENSATION	0								0
25 UNEMPLOYMENT COMP.	0								0
TOTAL PERSONNEL SERVICES	\$1,316,617	\$1,388	\$0	\$0	\$0	\$0	\$0	\$0	\$1,318,005
OPERATING EXPENSES									
31 PROFESSIONAL SERVICES									
3151 EDP SERVICES	\$40,000								\$40,000
3152 APPRAISAL SERVICES	0								0
3153 MAPPING SERVICES	8,582								8,582
3154 LEGAL SERVICES	15,000								15,000
3159 OTHER PROFESS. SERVICES	0								0

APPROPRIATION CATEGORY/ OBJECT CODE	ORIGINAL BUDGET	BA #1 DOR	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	CURRENT BUDGET
32 ACCOUNTING & AUDITING	1,500								1,500
33 COURT REPORTER	0								0
34 OTHER CONTR. SERVICES	68,393								68,393
40 TRAVEL & PER DIEM	15,652								15,652
41 COMMUNICATIONS	11,580								11,580
42 TRANSPORTATION									
4251 POSTAGE	12,935								12,935
4252 FREIGHT	0								0
43 UTILITIES	0								0
44 RENTALS & LEASES									
4451 OFFICE EQUIPMENT	7,000								7,000
4452 VEHICLES	0								0
4453 OFFICE SPACE	0								0
4454 EDP	0								0
45 INSURANCE	126								126
46 REPAIR & MAINTENANCE									
4651 OFFICE EQUIPMENT	2,900								2,900
4652 VEHICLES	14,000								14,000
4653 OFFICE SPACE	1,000								1,000
4654 EDP	15,100								15,100
47 PRINTING & BINDING	2,800								2,800
49 OTHER CURRENT CHARGES									
4951 LEGAL ADVERTISEMENTS	1,000								1,000
4952 AERIAL PHOTOS	0								0
4959 OTHER	0								0
51 OFFICE SUPPLIES	3,800								3,800
52 OPERATING SUPPLIES	13,228								13,228
54 BOOKS/PUBLICATIONS									
5451 BOOKS	0								0
5452 SUBSCRIPTIONS	900								900
5453 EDUCATION	8,043								8,043
5454 DUES/MEMBERSHIP	6,000								6,000
TOTAL OPERATING EXPENSES	\$249,539	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$249,539

APPROPRIATION CATEGORY/ OBJECT CODE	ORIGINAL BUDGET	BA #1 DOR	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	BA/BT# DATE	CURRENT BUDGET
CAPITAL OUTLAY									
64 MACHINERY & EQUIPMENT									
6451 EDP EQUIPMENT	\$0								\$0
6452 OFFICE FURNITURE	0								0
6453 OFFICE EQUIPMENT	0								0
6454 VEHICLES	26,390								26,390
65 BOOKS	0								0
68 INTANGIBLE ASSETS	0								0
TOTAL CAPITAL OUTLAY	\$26,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,390
NON-OPERATING									
91 EDP CONTRACT RESERVE	\$2,297								\$2,297
92 OTHER CONTRACT RESERVE	0								0
93 SPECIAL CONTINGENCY	51,739								51,739
94 EMERGENCY CONTINGENCY	5,500								5,500
TOTAL NON-OPERATING	\$59,536	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,536
TOTAL	\$1,652,082	\$1,388	\$0	\$0	\$0	\$0	\$0	\$0	\$1,653,470



**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: 11/9/2018 Meeting Date: 11/15/2018

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Rum Island Park

2. Recommended Motion/Action:

Requesting Board Direction

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Rum Island Park Workshop

Thursday, November 15, 2018

The parklands were deeded to Columbia County by the federal government in 1965 and has been managed by the county since. The deed stipulates the lands remain for recreational purposes only, and the Secretary of the Interior must approve any transfer of title or control over the lands.

Since the acquisition, the county has made several improvements including:

- Installation of a boat ramp
- Addition of a boardwalk and sidewalks
- \$300,000 project for shore restoration and permanent restroom scheduled

The County has previously elected to provide for special regulation of Rum Island Park through County ordinance. Technically, a violation of any rule inside Rum Island Park would have to be cited under this specific ordinance and no other. Enforcement of this ordinance is by criminal citation (misdemeanor), issued by the Sheriff's office.

The Board already prohibits:

1. Overnight camping
2. Drinking and possession of alcohol
3. Dogs horses and all other pets
4. Nude bathing
5. Swimming while the park is closed
6. Destruction of natural vegetation
7. Littering
8. Open fires, and
9. Possessing or riding ATVs or similar vehicles in the park

Over the years, the County has experienced several instances of vandalism and general misconduct by the public. To address these issues, the Board requested we explore some options:

1. Privatization

Gilchrist County has privatized its concessions such as equipment rental and food. Additionally, Gilchrist has placed a work camper on its park to help mitigate any issues. Columbia County has a work camper at Alligator Lake Park and Falling Creek Park. The County provides parking space, electricity, and sewer in exchange for services such as cleaning restrooms.

2. State-owned

We have reached out to the State with regards to take over the park. However, we have been informed the State does not have the authority or oversight to take over the management of the property.

3. Charge for admission

Items to consider with charging admission such as, and not limited to, amounts to charge, collection enforcement, personnel costs for collection, and possible reduced use from public.

4. Volunteer organization to maintain the park

A volunteer organization could be assigned the duties of cleaning the grounds and restrooms, opening and closing the park, and reporting any maintenance issues to the Parks Department.