

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

May 19, 2022 at 5:30 P.M.

AGENDA

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 Ronald Williams)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Proclamation

Robby Hollingsworth, Chairman

- (1) Proclamation No. 2022P-06 - National Safe Boating Week (p.1)

Presentation of the Board Not Requiring Board Vote or Action

Tomi Brown, Supervisor of Elections

- (1) Presentation - New Precinct Lines (p.3)

Public Hearings

Joel Foreman, County Attorney

- (1) Adoption Hearing - Ordinance No. 2022-02 - Amending Solid Waste Ordinance for Grease and Oil Traps (p.4)
- (2) Adoption Hearing - Ordinance No. 2022-03 - Prohibiting Solicitation and Loitering In and Around County Buildings (p.14)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Joel Foreman, County Attorney

- (1) Final Action on Sweetwater Apartments Phase II Funding Request (p.20)

Kevin Kirby, Assistant County Manager

- (2) Equipment Replacement Policy Removal (p.25)
- (3) Revised Job Description -Traffic Operations Supervisor (p.41)
- (4) BID No. 2022-04 - Paving Project of SE Eloise Ave, SE Lomond Ave, NW Oakland Ave and NE Curt Ave - Anderson Columbia - \$403,372 (p.47)
- (5) BID No. 2022-V - Fire Station #51 Expansion - Plumb Level Construction - \$136,663 (p.101)
- (6) Ellisville WWTP Expansion (p.154)
- (7) Special Family Lot Permit Application - SFLP 2210 - Glenn and Donna Boyette Deeding 3.86 Acres to Their Daughter, Shannon Ball (p.156)
- (8) Regulations on Borrow Pits (p.169)
- (9) Update on Asphalt Pricing (p.170)

David Kraus, County Manager

- (10) RFQ 2022-U- Planning and Engineering Review Services - Approval of Ranking - Pitman Engineering LLC and EDA Consulting Inc. (p.172)
- (11) 2022-2023 Contract for Services - Suwannee Valley Transit Authority - \$58,706 (p.178)
- (12) Recommendations from Fort White Columbia County Utility Advisory Committee (p.181)
- (13) BA 22-65 - FDOT Capacity Charge for I-75 Rest Area (p.182)
- (14) Update on Animal Control Services (p.183)
- (15) Update on Errors and Omissions Insurance Claim (p.184)
- (16) Update on ARPA and CARES Funding (p.185)
- (17) Update on Fire Department Issues (p.186)
- (18) Updates from the County Manager (p.187)

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 in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/13/2022 Meeting Date: 5/19/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Proclamation No. 2022P-06 - National Safe Boating Week

2. Recommended Motion/Action:

Approve Proclamation No. 2022P-06

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**COLUMBIA COUNTY, FLORIDA
PROCLAMATION 2022P-06**

**A PROCLAMATION BY THE CHAIR OF THE BOARD OF
COUNTY COMMISSIONERS OF COLUMBIA COUNTY,
FLORIDA, DESIGNATING THE WEEK OF MAY 21 –MAY 27 2022
AS NATIONAL SAFE BOATING WEEK**

WHEREAS, for over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America’s beautiful waters responsibly.

WHEREAS, Safe boating begins with preparation. The Coast Guard estimates that human error Accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America’s coastal, inland, and offshore waters stay safe throughout the season.

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgement and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, the Board of County Commissioners of Columbia County do hereby support the goals of the Safe Boating Campaign and proclaim May 21 through May 27, 2022 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

ATTEST:

BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY

James M. Swisher Jr., Clerk of Court

Robby Hollingsworth, Chairman



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 4/25/2022 Meeting Date: 5/19/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Presentation by Supervisor of Election of New Precinct Lines

2. Recommended Motion/Action:

No Action Needed

3. Fiscal impact on current budget.

This item has no effect on the current budget.



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

1. Nature and purpose of agenda item:

Adoption Hearing – Ordinance 2022-02 Amending Solid Waste Ordinance for Grease and Oil Traps

2. Recommended Motion/Action:

To adopt Ordinance 2022-02 amending Chapter 90, Article III, Division 1 of the County Code of Ordinances relating to solid waste collection and disposal

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, May 19, 2022

From: Joel F. Foreman

Re: Adoption Hearing – Ordinance 2022-02 Amending Solid Waste Ordinance for Grease and Oil Traps

Date: May 12, 2022

Pursuant to a consent order issued by the Florida Department of Environmental Protection, the County was recently ordered to amend its ordinances to better guard against grease and oil infiltration at the Ellisville Wastewater Treatment Plant.

The County Engineer has coordinated with DEP and has received approval of the attached proposed Ordinance.

The Board previously scheduled an adoption hearing for May 19, 2022 and notice has been published.

Proposed Motion: To adopt Ordinance 2022-02 amending Chapter 90, Article III, Division 1 of the County Code of Ordinances relating to solid waste collection and disposal

COLUMBIA COUNTY, FLORIDA

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, RESTATING AND AMENDING CHAPTER 90, ARTICLE III, DIVISION 1 OF THE COUNTY CODE OF ORDINANCES RELATING TO SOLID WASTE COLLECTION AND DISPOSAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has previously adopted Ordinances for the regulation of wastewater facilities to including the creation of an “Oil and Grease Prevention Program” codified at section 118-600, et seq, of the Columbia County Code of Ordinances;

WHEREAS, introduction of oils and greases into wastewater treatment facilities causes damage to those facilities, impairs the performance of those facilities in service to the County’s utility users, and exposes the County to significant costs of clean up and repair in the event such materials infiltrate the wastewater utility; and

WHEREAS, to enhance enforcement and better prevent the introduction of oils and greases into the County’s wastewater utility systems, it is necessary to strengthen the County’s Oil and Grease Prevention Program.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

Section 1. FINDINGS

The above Recitals are incorporated herein by reference and are hereby adopted as Findings in support of this Ordinance.

Section 2. AUTHORITY

This ordinance is enacted pursuant to the statutory authority vested in the Board of County Commissioners by Florida Statutes Chapters 125 and the Home Rule Charter for Columbia County, Florida.

Section 3. CODE RELATING TO THE COUNTY OIL AND GREASE MANAGEMENT PROGRAM AMENDED

Chapter 118, Article IV, Division 2 of the Columbia County Code of Ordinances is hereby amended as reflected in this section. Words that are stricken through shall be removed from the Code of Ordinances while those words that are underlined shall be added. Ellipses (...) indicate portions of the code have been omitted for brevity but should not be included in the Code nor should they indicate any deletion. Unless a deletion or addition is indicated herein, the Code of Ordinances shall not be altered by this Ordinance.

DIVISION 2. OIL AND GREASE PREVENTION PROGRAM

Sec. 118-600. General criteria.

(a) The discharge by a user to the publicly owned treatment works (POTW) of certain liquids or wastes may be prohibited or limited by the provisions of this article.

(b) Wastes which contain oil and grease may be discharged to the POTW in accordance with the conditions set forth in this article.

(c) Wastes containing oil and grease, including materials processed through garbage grinders, shall be directed to the grease interceptor or trap.

(d) Wastes containing residual (trace amounts) of petroleum-based oil and grease shall be directed to the oil/water separator.

(e) Sanitary facilities and other similar fixtures shall not be connected or discharged to the oil and grease interceptor or the oil/water separator.

(f) Liquid wastes shall be discharged to the oil and grease interceptor or oil/water separator through the inlet pipe only and in accordance with the design/operating specifications of the device.

(g) Oil and grease interceptors and oil/water separators shall be installed in a location or locations that provides easy access at all times for inspections, cleaning, and proper maintenance, including pumping. Oil and grease interceptors shall not be located in or near any part of a structure where food handling is done. The county shall approve the location of the oil and grease interceptor or oil/water separator prior to installation.

(h) Nonresidential establishments (users) that prepare, process, or serve food or food products shall have an approved oil and grease interceptor. Nonresidential establishments that have the potential to discharge wastes containing residual petroleum based oil and grease, such as commercial laundries, car washes, and automotive related facilities, shall have an approved oil/water separator. Other users may be required by the county to install an approved oil and grease interceptor or an oil/water separator, as appropriate, for the proper handling of wastes containing oil and grease exceeding 100 mg/l by weight.

(i) Other types of food manufacturing or food preparation enterprises, such as, but not limited to, commissaries, commercial kitchens and caterers shall

install an oil and grease interceptor. Oil and grease interceptors shall be sized on an individual case-by-case basis. A control manhole or inspection box for monitoring purposes shall be required and installed at the owner/operator's sole expense, as approved by the county.

(j) Multifamily dwellings such as triplexes, quadraplexes, townhouses, condominiums, apartment buildings, apartment complexes or areas of intensified dwelling which are found by the county to be contributing oil and grease in quantities sufficient to cause main line stoppages, lift station malfunctions, or necessitate increase maintenance on the collection system, said user(s) shall be directed to implement an on-site education program for the tenants of said structures. Cease discharging oil and grease to the POTW and/or shall be required to install a grease and oil interceptor. The capacity of the oil and grease interceptor shall be evaluated on a case-by-case basis. A control manhole or inspection box for monitoring purposes shall be required and installed at the owner/operator's sole expense, as approved by the county.

(k) Automotive-related enterprises, commercial laundries, laundromats, and other users which contribute wastes containing petroleum (hydrocarbon) based oils and greases shall install an oil/water separator. Oil/water separators shall be sized on an individual case by case basis using established design guidelines for the proposed facility. A control manhole or inspection box shall be installed downstream.

(l) Oil and grease interceptors and oil/water separators shall be installed solely at the user's expense. Proper operation, maintenance, and repair shall be done solely at the user's expense.

(m) Minimum removal efficiency for oil and grease interceptors for animal fats and vegetable oils shall be 80 percent. Minimum removal efficiency for oil/water separators for trace petroleum-based wastes shall be 90 percent.

(n) The county may request that the nonresidential user provide documentation on the design and performance of the oil and grease interceptor or oil/water separator. Information to be submitted includes, but may not be limited to, catalog cuts, performance data, materials of

construction, installation instructions and operation and maintenance manual.

(o) The county may assign a nonresidential user to the surcharge program.

(p) Any wastewater/effluent dumping site permitted for the disposal of recreational vehicle waste shall be considered a wastewater connection independent of any other connection approved on the property and shall be regulated pursuant to this code. This subsection is not applicable to wastewater/effluent dumping sites directly adjacent to and associated with developed RV pad sites within a licensed RV park.

Sec. 118-601. Design.

(a) Oil and grease interceptors and oil/water separators shall be designed and constructed in accordance with this article, the county's "Columbia County Water and Wastewater Technical Manual", latest edition, and other applicable state and local regulations. The county shall approve design and construction.

(b) The design of oil/water separators shall be based on peak flow and, where applicable, capable of treating and removing emulsions. Oil/water separators shall be sized to allow efficient removal (retention) of the petroleum-based oils and grease from the user's discharge to the POTW.

(c) Alternative oil and grease removal devices or technologies shall be subject to written approval by the county and shall be based on demonstrated (proven) removal efficiencies. Under-the-sink oil and grease interceptors are prohibited for new facilities.

(d) An adequate number of inspection and monitoring points, such as a control manhole or inspection box, shall be provided.

(e) For any RV dumping site, the owner shall purchase and install: (1) a shut-off and (2) a pumping station with wet well, grinder pumps, and other required items to approved by the county prior to commencement of service. The pumps shall be of such type in order to monitor runtimes to calculate and bill for the usage. This shall be inspected prior to turning on of service.

...

Sec. 118-608. Enforcement.

(a) ~~A notice of violation shall be issued to~~
Enforcement proceedings shall be commenced against a
user for failure to:

- (1) Report pumping activities;
- (2) Properly maintain (clean out or pump) the interceptor or separator in accordance with the provisions of the oil and grease discharge certificate;
- (3) Maintain and post the log of pumping activities;
- (4) Maintain a file of records on site at all times;
- (5) Provide logs, files, records, or access for inspection or monitoring;
- (6) Obtain or renew the oil and grease discharge certificate registration; or
- (7) Pay program fees.

(b) As provided in subsection (d) below, ~~The county~~
~~may shall~~ serve any user a written notice stating the nature of violation. The user shall have 72 hours to complete corrective action and submit evidence of compliance to the county.

(c) If a user violates or continues to violate the provisions set forth in this section or fails to initiate/complete corrective action within the specified time period in response to a any notice of violation, then the county ~~may shall~~ pursue one or more of the following options as provided in subsection (d):

- (1) Pump the oil and grease interceptor or oil/water separator and place the appropriate charge on the user's monthly sewer bill;
- (2) Collect a sample and assess the appropriate surcharge (2) for compatible wastes in accordance with the provisions of this article;
- (3) Impose an administrative penalty;

- (4) Assess a reasonable fee for additional inspection, sample collection and laboratory analyses;
- (5) Revoke the county occupational license;
- (6) Terminate water and sewer service; or
- (7) Any combination of the above enforcement actions.

(d) Progressive enforcement action shall be pursued against users with multiple violations of the provisions of this section up to and including, but not limited to, termination of water and sewer service. Progressive enforcement shall mean:

(1) First violation: The User shall appear for a compliance meeting with county staff at a location or locations determined by the county. The User and county may enter into a written compliance agreement to address any observed operational deficiencies resulting in the violation, including but not limited to staff training for the User's officers, agents, or employees. The User shall cure any violation within 72 hours of the county demanding compliance.

(2) Second like or similar violation: A Notice of Violation ("NOV") shall be issued by the county. An NOV is a written notice to the noncompliant User that a violation has occurred. An NOV contains a description of the violation, the date on which it occurred and a statement detailing the legal authority under which the county issued the NOV. Where known to the county, the NOV may provide for corrective action necessary to cure the violation. In no event shall the county be responsible to determine a source or cause of contamination where the same can be reasonably attributed to a particular User or Users. Unless good cause is shown, the User shall have 72 hours from the time of service of any NOV to cure the violation. There shall be a minimum fine of \$250 charged to the User for any NOV issued, together with any actual costs incurred by the county for the investigation or correction of any violating condition, including cleanup of county facilities and fines incurred by the county to state agencies, if any.

(3) Third like or similar violation: A Second NOV shall be issued by the county. The same conditions shall apply as set forth in subsection (2) above, but the minimum fine shall be \$500 together with any actual costs incurred by the county for the investigation or correction of any violating condition, including cleanup of county facilities and fines incurred by the county to state agencies, if any. In addition the User shall meet on-site with county staff to address each of the like and similar violations and the User shall be noticed that a fourth violation shall result in the termination of water and sewer services.

(4) Fourth like or similar violation: Upon the occurrence of a fourth like or similar violation all water and sewer services shall be terminated and a fine of \$500 together with any actual costs incurred by the county for the investigation or correction of any violating condition, including cleanup of county facilities and fines incurred by the county to state agencies, if any. The County Attorney may enforce the fine provided by this part through civil action.

(e) The user shall pay all outstanding fees, penalties, and other utility charges prior to reinstatement of water and sewer service.

(f) Any user in the oil and grease management program found in violation of the provisions in this article, and any orders, rules, regulations and permits that are issued pursuant to this article, shall be served by the county with written notice by personal delivery by an authorized county employee or by registered or certified mail that states the nature of the violation and providing a reasonable time limit for satisfactory correction of the violation. The affected user shall permanently cease all violations within the time period specified in the notice. The enforcement remedies available to the county to achieve compliance with the requirements of the OGMP shall include those in Ordinance No. 2010-1 and any ordinance as may be enacted to address wastewater pretreatment requirements.

(g) The county may assign a nonresidential user to the surcharge program for noncompliance with the provisions of this article.

...

Section 4. SEVERABILITY

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. EFFECTIVE DATE

This Ordinance shall take effect immediately upon a certified copy hereof being filed with the Florida Department of State.

DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida, this 19th day of May 2022.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: _____
Robby Hollingsworth, Chair

Approved as to form and legality:

ATTEST:

Joel F. Foreman, County Attorney

James M. Swisher, Jr., Clerk of Court



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

Adoption Hearing - Ordinance 2022-03 Prohibiting Solicitation and Loitering in and around County Buildings

2. Recommended Motion/Action:

To adopt Ordinance 2022-03 adding loitering and solicitation to a list of activities prohibited on county property.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, May 19, 2022

From: Joel F. Foreman

Re: Ordinance 2022-03 Prohibiting Solicitation and Loitering in and around County Buildings

Date: May 12, 2022

The attached ordinance, if adopted, would add “Solicitation” and “Loitering” to an existing list of prohibited activities on County property. The language states that solicitation and loitering within County buildings or upon the curtilage of those buildings would no longer be permitted. This prohibition will better ensure access to government services within those buildings. Importantly, this prohibition prohibits solicitation of every kind, and all loitering.

Proposed Motion: To adopt Ordinance 2022-03 adding loitering and solicitation to a list of activities prohibited on county property

COLUMBIA COUNTY, FLORIDA

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, RESTATING AND AMENDING CHAPTER 2, ARTICLE VII, DIVISION 2, SECTIONS 2-431 AND 2-436 OF THE COUNTY CODE OF ORDINANCES RELATING TO PROHIBITED ACTIVITIES IN AND AROUND COUNTY BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County has previously adopted Ordinances for the regulation of the use of County-owned buildings and real property, including prohibition of certain activities and uses within County-owned or leased buildings and upon County-owned or leased real property, codified at section 2-436 of the Columbia County Code of Ordinances;

WHEREAS, the County has the power to safeguard and maintain the character of its streets and all other common grounds for benefit of general public through regulation;

WHEREAS, it is in the best interest of the people of Columbia County and citizens visiting County-owned or County-leased buildings to be able to freely access such buildings to conduct County business without interference by others;

WHEREAS, citizen complaints of interactions with solicitors stationed at the entrances of County-owned or County-leased buildings have grown more frequent, chilling some citizens' desire to visit these buildings to conduct necessary business with the County;

WHEREAS, no citizen should be subjected to unwelcome interactions when visiting a County-owned or County-leased building to conduct business with County administration or Constitutional Officers of the County, particularly where such business includes vital governmental functions such as court proceedings, issuance of licenses or permits, and completing sales or real or personal property; and

WHEREAS, ensuring citizens have unfettered access to government buildings serves an important government interest and further recognizes the necessity of ensuring unfettered access to government services by all citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

Section 1. FINDINGS

The above Recitals are incorporated herein by reference and are hereby adopted as Legislative Findings in support of this Ordinance.

Section 2. AUTHORITY

This ordinance is enacted pursuant to the statutory authority vested in the Board of County Commissioners by Florida Statutes Chapters 125 and the Home Rule Charter for Columbia County, Florida.

Section 3. CODE RELATING TO PROHIBITED ACTIVITIES AT COUNTY BUILDINGS AMENDED

Chapter 2, Article VII, Division 2, Sections 2-431 and 2-436 of the Columbia County Code of Ordinances are hereby amended as reflected in this section. Words that are stricken through shall be removed from the Code of Ordinances while those words that are underlined shall be added. Ellipses (...) indicate portions of the code have been omitted for brevity but should not be included in the Code nor should they indicate any deletion. Unless a deletion or addition is indicated herein, the Code of Ordinances shall not be altered by this Ordinance.

Sec. 2-431. - Definitions.

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

County buildings means all buildings, together with the tenements, hereditaments, appurtenances, and adjacent easements and parking areas located within the county, including incorporated and unincorporated areas, the legal or equity ownership of which is in the name of the county or its agencies, and shall include all buildings leased by the county from other individuals or entities and intended to be used by the county for county purposes.

Curtilage shall mean all outdoor areas adjoining or adjacent to any county building extending from the vertical walls or fixtures of the building itself to the edge of the nearest public right-of-way, and should be construed as inclusive of all such outdoor areas upon the same parcel or lot without exclusion.

Director of maintenance means that individual designated by the board of county commissioners or the county coordinator for such position.

Sec. 2-436. Prohibited activities.

The following activities or use regarding county buildings shall be prohibited:

(1) Tobacco. Smoking or use of other tobacco products is prohibited in all county buildings and upon the curtilage thereof, except in specifically designated areas. All smoking in county buildings shall be regulated in accordance with the Florida Clean Indoor Air Act (F.S. § 386.201 et seq.).

(2) Candles. The burning of candles, potpourri, or similar fragrances is prohibited ~~(other than the Common birthday cake candles may be used in customary fashion.) or potpourri or similar fragrances.~~

(3) Hanging Items from Ceilings. Hanging of items from the ceilings of county buildings is prohibited.

(4) Postings~~Notices.~~ Posting is not permitted in or on county buildings or upon the curtilage thereof of any except public notices posted ~~except~~ on approved bulletin boards.

(5) Appliances. Personal fans, or space heaters, and the use of electrical extension cords are not permitted for personal uses.

(6) Walls. Screws, nails, fasteners, or similar items used to attach fixtures or other items to ~~office or other~~ walls are not permitted unless ~~not~~ specifically approved by the director of maintenance.

(7) Solicitation. To ensure all citizens unfettered access to governmental services, no solicitation shall be permitted within or upon any county building or the curtilage of said buildings.

(8) Loitering. To ensure all citizens unfettered access to governmental services, no loitering shall be permitted within or upon any county building or the curtilage of said buildings.

Section 4. SEVERABILITY

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. EFFECTIVE DATE

This Ordinance shall take effect immediately upon a certified copy hereof being filed with the Florida Department of State.

DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida, this 19th day of May 2022.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: _____
Robby Hollingsworth, Chair

Approved as to form and legality:

ATTEST:

Joel F. Foreman, County Attorney

James M. Swisher, Jr., Clerk of Court



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

1. Nature and purpose of agenda item:

Final action on Sweetwater Apartments Phase II funding request

2. Recommended Motion/Action:

To approve with conditions or deny \$900,000 funding request for Sweetwater Apartments Phase II for FY 2022-23

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda

From: Joel F. Foreman

Re: Sweetwater Apartments Phase II

Date: May 12, 2022

Over the course of several Commission meetings developers for Sweetwater Apartments Phase II have requested the Board consider financial contributions to their development, typically requesting low-interest financing of three million dollars to be repaid to the County in fifteen to seventeen years.

The Commission requested that County Manager Kraus and I work with the developers and their consultants to evaluate the request and the project relative to the size and scope of the proposed development and other similar projects built elsewhere in Florida.

As no County employee had previous experience with funding for projects like Sweetwater Apartments Phase II, Mr. Kraus engaged the services of Public Resources Advisory Group consultant Marianne Edmonds who has extensive experience in affordable housing financing.

Through Ms. Edmonds' analysis of the developer's proposal the ask was reduced from three million dollars to nine hundred thousand dollars. Further, Richard Powell has offered the opinion that a low-interest loan repaid in fifteen years will be treated by his office as a grant.

With these changes in mind, Ms. Edmonds has prepared the attached analysis. Ms. Edmonds' opinion can be found at the conclusion of the Analysis section, where she writes "we find the \$900,000 contribution to be advantageous for the County. Assuming the following conditions are met: 1. The funding sources identified in this report are firmly committed; and 2. Seltzer Management Group provides a satisfactory final credit underwriting report to FHFC for the SAIL loan, the ELI loan, the mortgage revenue bonds and the tax credit equity."

With the benefit of Ms. Edmonds' analysis and opinion of the revised request, County Manager Kraus and I are requesting the Board take final action to approve the request with the above conditions or deny the request.

PUBLIC RESOURCES ADVISORY GROUP

TO: DAVID KRAUS, COUNTY MANAGER; JOEL FOREMAN, COUNTY ATTORNEY
FROM: PUBLIC RESOURCES ADVISORY GROUP
RE: SWEETWATER APARTMENTS, PHASE II
DATE: MAY 9, 2022

Request

The developer of Sweetwater Apartments, Phase II (“Sweetwater”) is requesting a loan of \$900,000 from the County to complete the funding of Sweetwater, an 84 unit garden style, affordable apartment development to be built on approximately 6.5 acres with frontage on Martin Luther King Street and Davis Avenue in Lake City.

The Development

Sweetwater’s 84 units will include one-, two- and three-bedroom units with square footage of 650, 850 and 1,050 respectively. All units in Sweetwater will be tax credit eligible¹ and will be available to tenants whose income does not exceed 60% of the County’s adjusted median income (“AMI”).² The units will be income restricted as follows:

Unit Mix

Unit Type		22% of Median		30% of Median		40% of Median		60% of Median	
		# of units	Rent	# of units	Rent	# of units	Rent	# of units	Rent
1 BR/1 BA	23	3	\$258	3	\$368	2	\$471	15	\$707
2 BR/ 2 BA	46	4	\$258	-	-	3	\$566	39	\$712
3 BR/2 BA	15	-	-	-	-	1	\$854	14	\$981
	84	7		3		6		68	

Financing Structure

JPMorgan Chase Bank is expected to provide construction and permanent financing by making a tax exempt loan using Florida Housing Finance Corporation’s (“FHFC”) multifamily mortgage revenue bond program. Raymond James is expected invest in the development through the purchase of tax credit equity.

¹ Tax credit eligible units are income and rent restricted. Maximum rent and income levels are determined annually by HUD.

²The 2022 HUD Median Income for a family of four in Columbia County is \$65,500. 60% of median income for a one person household is \$27,540; for a two-person household is \$31,220; for a three person household is \$35,400 and for a four-person household is \$39,300.



FHFC is providing funding through four sources: a predevelopment loan of \$500,000, a SAIL loan in the amount of \$5,053,949, an ELI (extremely loan income) loan of \$408,800 and a National Housing Trust Fund loan of \$1,604,000. The County’s loan of \$900,000 will be subordinate to all other financing. The developer is deferring \$1,334,032 of its fee as an additional source of funds.

Funding Sources

Source	Lender	Construction	Permanent
Construction Loan	JPMorgan Chase Bank	\$9,500,000	
Permanent Loan	JPMorgan Chase Bank		\$1,475,000
Pre Development Loan	Florida Housing Finance Corporation	500,000	
State Apartment Incentive Loan	Florida Housing Finance Corporation	5,053,949	5,053,949
Extremely Low Income	Florida Housing Finance Corporation	408,800	408,800
National Housing Trust Fund	Florida Housing Finance Corporation	1,604,000	1,604,000
Columbia County	Columbia County		900,000
Grant	Lake City	200,000	200,000
Tax Credit Equity	Raymond James	1,699,425	8,497,125
Deferred Developer Fee	Developer		1,334,032
Total		\$18,966,174	\$19,472,906

The Applicant and Developer

Housing Trust Group has developed affordable housing in Florida since their founding in 1997. Organizational charts for the Applicant and the Developer are attached.

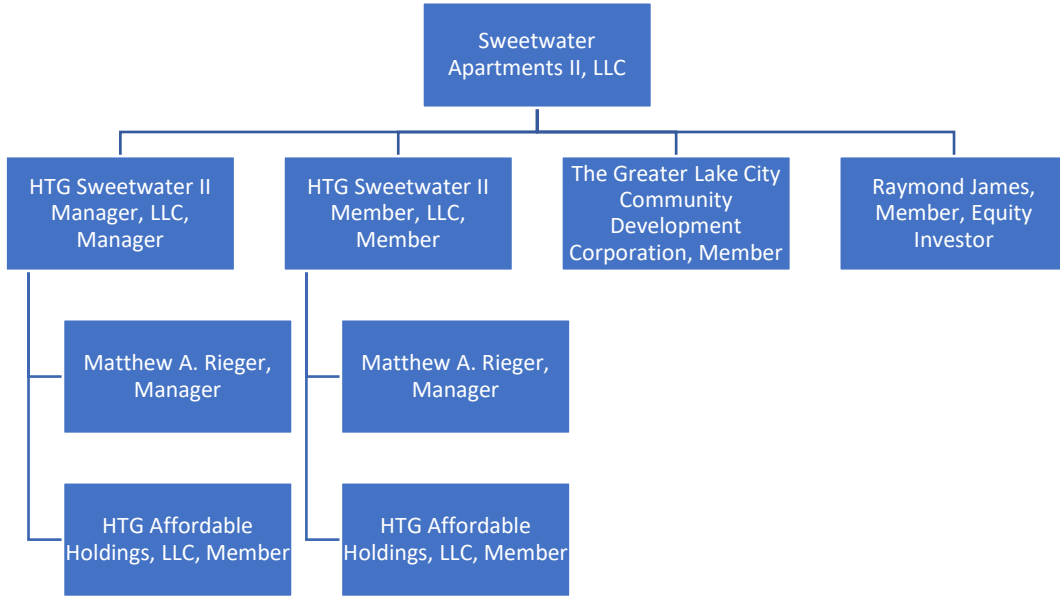
Analysis

Sweetwater Apartments II will create 84 units of affordable housing in Lake City. The total project cost of \$19.5 million is being subsidized by more than \$7.1 million of state and federal subsidy and \$8.5 million of investor equity. The cost per unit for Sweetwater is \$230,000, all but \$ 10,700 of which is coming from sources other than the County. State and federal funding is covering \$84,500 of the cost of each unit. The County’s contribution of \$900,000 fills the last funding gap.

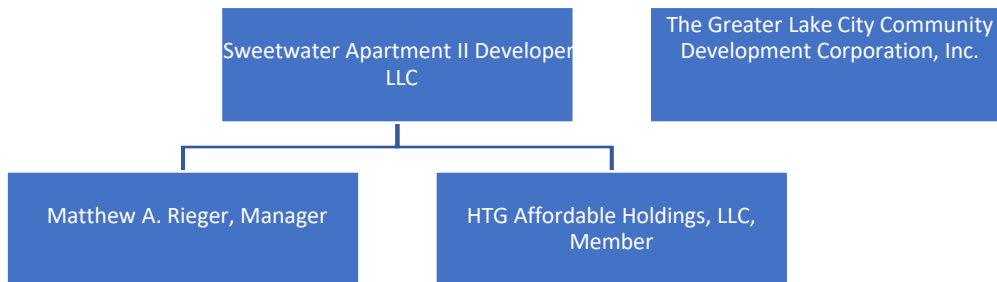
We have reviewed the Applicant’s request for funding and find it reasonable. The County’s contribution, as a loan or a grant, is being significantly leveraged by state, federal and private funding sources. As financial advisor to the County we find the \$900,000 contribution to be advantageous for the County. Assuming the following conditions are met:

1. The funding sources identified in this report are firmly committed; and
2. Seltzer Management Group provides a satisfactory final credit underwriting report to FHFC for the SAIL loan, the ELI loan , the mortgage revenue bonds and the tax credit equity.

Borrower/Applicant



Co-Developers





**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/11/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Approval to remove Equipment Replacement Policy in totality. In 2018, the County adopted an Equipment Replacement Policy which has proven cumbersome and does not accurately reflect actual equipment replacement needs.

2. Recommended Motion/Action:

Approve removal of Equipment Replacement Policy

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager *JK*

DATE: May 10, 2022

RE: Equipment Replacement Policy Removal

On August 2, 2018, the BOCC adopted the Equipment Replacement Policy.

On numerous occasions, equipment that needs to be replaced due to daily wear and tear cannot due to restrictions placed by this policy.

The policy has been proven to be inactive and I am requesting to remove the policy in totality.

Thank you for your consideration.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

*Columbia County
Board of County Commissioners*



Equipment Replacement Policy

SECTION 1 – HISTORY

Columbia County Board of County Commissioners (Board) equipment inventory consists of approximately 510 units with an acquisition cost of \$25.3 million as of July 2018.

Columbia County (County) has limited prior history pertaining to planned or programmed equipment replacement. Equipment acquisition occurred as a result of the annual budget process requiring Departments to approach the County Manager individually and justify their needs resulting in erratic purchase history and funding.

The mission of this Equipment Replacement Policy is to develop a fiscally responsible program that will meet the operating and financial goals of the Board.

SECTION 2 – OBJECTIVES

The objectives of this policy are as follows:

- 2.1 Standardize replacement criteria and guidelines.
- 2.2 Provide a mechanism in which funding for equipment replacements is available, in advance of the need, through the establishment of a replacement reserve in each operating fund.
- 2.3 Provide Departments and employees with reliable, safe, and correct vehicles and equipment to assist them in meeting their responsibilities and job functions.
- 2.4 Provide for the timely acquisition and disposal of units, therefore maximizing the dollar resources available for meeting equipment needs.
- 2.5 Right size the equipment and promote standardization. Insure the County has the optimum number and type of vehicles and equipment. The Equipment Replacement Team establishes the baseline for the types of units needed.
- 2.6 Smooth the outflow of capital funding and the rotation of incoming and outgoing units year to year to prevent spikes in cash and asset flow from one year to the next.
- 2.7 Reduce maintenance costs by eliminating old, expensive to maintain equipment.

SECTION 3 – SCOPE

The Program provides for the planned replacement of all Columbia County Board of County Commissioners fuel consuming vehicles and equipment, their attachments and implements with an estimated replacement cost of \$5,000 or more.

The Equipment Replacement Team will administer the Program.

Program excludes Constitutional Officers, other taxing authorities, not for profit agencies and any other entities not under control of the Columbia County Board of County Commissioners.

SECTION 4 – FUNDING

- 4.1 Annual contributions to replacement reserves in operating funds will depend upon the detailed analysis of equipment units and seed funding approved by the Board to initiate the program.
- 4.2 Funding for vehicle and equipment replacement will be provided primarily by the replacement reserve in the department's specific operating fund or other sources as approved by the Board of County Commissioners.
- 4.3 Fully funded replacements shall be ordered no later than the end of the 3rd quarter (by June 30) of the scheduled replacement year.
- 4.4 Trade-in values and buyback programs are considered funding sources.
- 4.5 Program will not be utilized to fund equipment additions or to fully fund vehicles totaled due to accident damage. If a vehicle/equipment is totaled due to an accident for which external funds (i.e. insurance) are unavailable, the accumulated replacement funding for that unit will be used to help fund the replacement. Any additional funding must be provided from sources beyond the reserve replacement funds.
- 4.6 Proceeds from vehicles and equipment sold at auction will be credited to the reserve replacement fund in the specific operating fund of the associated department.
- 4.7 Adopted financial policies will be adhered to at all times with deviations approved by the Board.

SECTION 5 – REPLACEMENT POLICY

5.1 Equipment Replacement Team:

The Equipment Replacement Team consists

- (a) Equipment Manager-Public Works Department
- (b) Financial Management Director
- (c) Department Head
- (d) Assistant County Manager
- (e) County Manager

5.2 LifeCycle:

The Replacement Program was developed on the premise that an average life span can be established for a group (type/subclass) of equipment based on industry standards and/or analysis of the group's performance within the organization. This average life cycle (age) is used primarily to determine annual replacement funding and to provide a reference point to review the economic feasibility of retention versus replacement. Because the life expectancy is an average, it is anticipated that some vehicles and equipment will operate beyond their estimated useful life and some will be replaced early.

A unit shall be considered to have met its economical replacement point when it has reached the optimum replacement criteria in the Equipment Life Cycle. The replacement criteria to be evaluated are based on age, mileage/hours, utilization, maintenance history, projected maintenance, physical condition, obsolescence and buyback programs. The fact that a particular unit has reached an age and/or usage threshold that makes it a candidate for replacement does not mean it will automatically be replaced.

Sources of data for life cycles were industry standards, review of other governments programs, and internal discussions. Refer to **TABLE 1 – Schedule of Life Cycles**.

5.3 Long-Term Planning:

A minimum ten (10) year replacement plan will be maintained by the Financial Management Director, based on the average life for each unit and its expected replacement cost. Plan is used for long-range budgeting and replacement decisions.

5.4 Short-Term Planning:

The replacement plan will be updated annually by reviewing the historical performance of individual units against the established replacement standards. Annual replacement amounts for each operating fund will be calculated by the Financial Management Director based upon the Replacement Policy.

5.5 Replacement Criteria:

Various factors determine the estimated replacement time for units with each unit reviewed annually to determine status. Selection criteria shall be based on the following factors:

- (a) Age - the age of unit meets projected life for the asset's class type, the historical point where the cost of ownership for this class of goods would exceed its market value.
- (b) Usage - miles driven/hours of operation meets projected miles/hours of operation for the asset's class type, the historical point where maintenance costs begin to escalate significantly.
- (c) Condition of unit - evaluate body condition, rust, interior condition, anticipated repairs, accident history.
- (d) Reliability - frequency and type of repairs to date and needed repairs other than preventive maintenance.
- (e) Maximum Cost to Repair - if cost to repair exceeds 40% of replacement cost.
- (f) Maximum Total Repairs - if total of cumulative repair costs plus cost to repair exceeds seventy-five percent (75%) of replacement value.
- (g) User Department evaluation - team meets with user department to determine if the unit continues to meet their operational needs.
- (h) Funding availability.

5.6 Annual Process:

- (a) Replacement spreadsheets will be distributed to departments annually for review and update. Departments will complete the replacement spreadsheet and submit to their Assistant County Manager along with their annual budget requests.
- (b) The Equipment Replacement Team will review, propose update, and recommend replacements for the upcoming budget, and up to ten (10) years, each year.
- (c) A detailed Equipment Replacement Policy will be provided to the Board when the Budget Officer presents the proposed annual budget each year.
- (d) The Board of County Commissioners has the ultimate approval for the Equipment Replacement Policy with the adoption of the annual County budget.

5.7 Acquisition Process:

- (a) The Equipment Replacement Policy will be followed and only scheduled replacements purchased.
- (b) Requisitions must be reviewed by the Purchasing Director to verify consistency with approved Policy prior to other required approvals.
- (c) The adopted Purchasing Policy will be followed.
- (d) A special replacement request may be initiated by a department during the year to the Equipment Replacement Team. All requests will clearly identify why an equipment unit should be replaced earlier than the plan scheduled date.

5.8 User Department Responsibilities:

- (a) Maintain vehicles and equipment in good working condition.
- (b) Follow recommended preventive maintenance schedules.
- (c) Maintain repair and maintenance summary records for each unit for the life of the unit.
- (d) Review and update annual replacement spreadsheets distributed by Financial Management Director providing replacement data documentation.

SECTION 6 – ADDITIONS, DELETIONS, AND TRANSFERS

6.1 Definitions:

- (a) **Asset:** A resource with present service capacity that the County presently controls. Some examples include: Cash, Accounts Receivable, Land, Buildings, Towers, Roads, Bridges, Equipment, Software, etc. etc.
- (b) **Equipment:** Tangible property that (1) has a functional life of 1 year or more, (2) is free standing and functional as is (complete in itself and retains its identity if attached to other property), (3) is not permanently affixed to real property (i.e., may be moved without damaging it or the real property). Equipment may be depreciable or non-depreciable.
- (c) **Non-Capital Equipment (Inventory):** (1) Meets all the definitions of Equipment listed above, and (2) is valued at the time of acquisition of at least \$1,000.00 but not more than \$4,999.99. All non-capital inventory is non-depreciable.

- (d) **Capital Equipment (Depreciable Fixed Asset):** (1) Meets all the definitions of Equipment listed above, and (2) is valued at the time of acquisition of \$5,000.00 or more. Capital equipment is depreciated over its useful life.
- (e) **Acquisition:** Adding an asset that has come under control of the County, whether through purchase, trade-in, receipt of donation, capital lease, etc.
- (f) **Disposal:** Deleting an asset from County records once it is released from County control through Surplus declaration, whether through sale, scrap/junk, loss, donation to another entity, etc.
- (g) **Transfer:** Moving an asset from one department to another. Note: Movement within a department across separate divisions is no longer tracked centrally, but departments may track such changes internally as management deems necessary.

6.2 Authority and Requirements

Chapter 274 of the Florida Statutes orders certain requirements concerning tangible personal property owned by counties. One such requirement is that the State's Chief Financial Officer establishes, by rule, the requirements for recording such property. Accordingly, Department of Financial Services, rules 691-73 sets the threshold for items that must be included on County inventory at \$1,000.

The County is required by FS 129 to abide by generally accepted accounting principles for governments, which are primarily established by the Governmental Accounting Standards Board (GASB). The GASB recommends a capitalization threshold for assets of not less than \$5,000. The County has adopted this amount as its threshold through action of the Board of County Commissioners.

6.3 Applicability

Procedures contained herein apply to all departments and Constitutional Officers (except the Sheriff, per FS 274.03) of Columbia County. Specifically, these procedures shall govern the acquisition, transfer, and disposal of inventory and depreciable assets of the County.

6.4 Employee Inventory/Capital Asset Interface

Requests to add, transfer, and dispose of inventory items will no longer be accomplished via paper forms, but via the employee WebPortal provided by the Information Technology (I.T.) Department. Forms will be submitted with any required attachments scanned in for review Clerk to Board Finance (Finance). For access and assistance with the form(s), please contact I.T. Department.

6.5 Procedural Steps

NOTE: Procedures here as applied to "Departments" should be adopted by the Constitutional Officers' as well.

(a) Additions to Inventory and Fixed Assets

1. Upon receipt of an inventory item with the cost at \$1,000 and above, the department should complete the Inventory/Capital Asset Form online via the WebPortal. If multiple items are received, a separate form must be completed for each item. **Please note that this includes the receipt of any item via donation or capital lease that is likely valued above these thresholds at time of receipt.**
 - A. Fill out the form **completely**, then **submit it within 24 hours of receipt of item(s)**
 1. The invoice price, as well as any additional installation/freight charges, should be completed. For donated items, fill in "market value" instead in the Price box.
 2. Make certain that all identifying characteristics such as serial numbers are correct.
 3. The mode/method of acquisition must be completed.
 4. **Fill in accurate vendor name as in County's accounting system. Use Donor name for Donations.**
 - B. At this time, hard copies of invoices, purchase orders, and other payment request documentation are to be sent to Finance. Attach a note to the invoice documentation stating that "Inventory Form Submitted".
 - C. Electronic documents may be attached with this form for explanation.
 - D. Online Inventory/Capital Asset Forms will not be processed until Finance receives the invoice and supporting documentation, and likewise, invoices will not be paid until the online Inventory/Capital Asset Form is submitted. Donated items will be processed with an attached explanation of the source of donation, as well as how the market value was estimated.
 - E. Assets purchased directly by Constitutional Officers cannot be prescreened on the payment end. It is the responsibility of each Constitutional Officer's finance office to submit the online forms and copies of the invoices paid to Board Finance for inclusion in inventory. Omissions discovered in the inventory process or during the annual audit will require notification to the Board.

2. Contact the Board Administrative Office to determine if item should be covered by County insurance and arrange for title (if applicable) to be delivered to administrative office.
3. Upon receipt of all necessary information, Finance will assign an asset tag and input information into accounting software within 48 hours and return tag to department.
4. Upon Finance's approval and entry of the item into the accounting software, a "Finance Approval" button will be clicked by Finance in the WebPortal queue. This will send an email notification to the requesting department, Property Manager (Purchasing Director) and Financial Management Director, ensuring each is aware the item has been added to inventory.
5. Financial Management Director will add items to the appropriate insurance coverage at this time.
6. Department is required within 24 hours to affix asset tag to equipment.
7. Property Manager (Purchasing Director) may follow up on-site at any time hereafter to ensure that an asset is properly recorded, tagged, and secured.

(b) Deletions from Inventory

NOTE: Assets will appear in the WebPortal until the items have gone through the full approval process and have been deleted from the accounting system by Finance. Do not submit multiple disposal requests of the same asset in the interim period.

1. Upon determination of an inventory item to be no longer useable, or upon the determination that disposal of a still-useful asset would result in a net benefit to the County; a request shall be completed via the online WebPortal's Asset/Inventory form (selecting disposal). Department will be required to select the asset being disposed by choosing it from the data list pulled from accounting software automatically by the WebPortal program. Explanations shall be attached.
2. Any asset that has been declared surplus is to be immediately taken out of service.
 - A. For assets such as office furniture and equipment, contact the maintenance department and have the item(s) moved to the equipment storage facility. After it has been moved, submit a disposal request as detailed below.

- B. For computers and other technology items, contact the I.T. Department. The I.T. Department will assess the equipment and remove any useable parts and or destroy the hard drive. Submit a disposal request as detailed below. Upon Board approval, the equipment will then be placed on pallets at the equipment storage facility and auctioned in bulk.
 - C. For autos/trucks, take the vehicle to the Public Works' surplus storage area. Remove the yellow county vehicle tag. The tag and keys should immediately be hand delivered to the Purchasing Department. Then submit a disposal request as detailed below. Upon Board approval, the items will be disposed as requested.
 - D. Heavy equipment, lawn mowers, and other equipment/machinery should be taken to the Public Works' surplus storage yard. Submit a disposal request as detailed below. Once the items are on the storage yard, inform the Purchasing Department of the item's new location. Upon Board approval, the items will be disposed as requested.
 - E. Before vehicles and heavy equipment are disposed, the Purchasing Director and Fleet Manager shall inspect each item and determine if there is a possible remaining usefulness for any other County department.
3. When a County asset is going to be declared surplus, a mode of disposal must be selected on the disposal request form. Modes include Sale, Junk, Loss, or Donated.
- A. Sale - Items to be sold at auction or otherwise which includes trade-ins.
 - B. Junk - Items that through age and wear have become useless. Includes items that are to be "thrown away" and those that are to be scrapped for parts.
 - C. Loss - Items that are missing or destroyed due to accident, theft, negligence, vandalism, acts of God, or unknown circumstances (missing without explanation).
 - D. Donation - Items that are donated to other public entities
4. Asset deletion requests will route in the WebPortal program to the Property Manager (Purchasing Director) for review before submission to the Board for declaration of surplus status and disposal approval. The WebPortal will keep an online queue of disposals approved by the Property Manager (Purchasing Director), but still awaiting Board approval, including an exportable/printable summary form. The form will include a detailed item description, asset tag number, serial number, disposal method, detailed item description, acquisition date, the net of cost less life-to-date accumulated depreciation, and which department is requesting the disposal for each item.

5. Items requesting approval as "Loss" shall require Department's attached explanation with regard to circumstances, as well as an explanation of how such losses will be safeguarded against in the future. The explanation and remedy shall be submitted to the Board for approval as a consent agenda item.
 - A. Police reports will be filed for items suspected stolen or vandalized.
 - B. "Loss" of assets may result in disciplinary action (up to termination) for custodian employees at the discretion of the County Manager.
6. Upon approval by the Board for declaration of surplus status and disposal of inventory item(s), the Property Manager (Purchasing Director) will select the item in the queue, fill in the Board Approval date, check "Approved", and click submit. Items will be processed differently here according to the disposal mode approved:
 - A. Items approved as "Loss", having already met the requirements above, will be queued in a report to Finance, who will dispose of the asset in accounting system.
 - B. Items approved for disposal at "Sale" will update into a new report for inclusion on an auction listing to be administered by the Property Manager (Purchasing Director). Any other method of sale desired (including trade-in) shall be specifically explained via attachment in Step 1 above (prior to approvals).
 1. All non-auction sales will be verified by documentation (includes trade-ins).
 2. Auction sale records shall be provided by the contracted auctioneer with sufficient detail for the Property Manager (Purchasing Director) to be able to verify, by comparison, that all records approved for sale were properly sold.
 3. Once verified, the sales listing will be submitted by the Property Manager (Purchasing Director) to Finance for removal (disposal) of those assets in the accounting software.
 4. Finance will keep a copy of the record for Fixed Assets, and a copy for allocating auction revenue when it is received.
 - C. Items approved for disposal as "Junk" will update into a new report. Property Manager (Purchasing Director) will arrange with disposing departments to (literally, visually) oversee the proper disposal of these items according to all sanitation, environmental and safety protocols pertinent to those items.
 - D. Departments shall not dispose of any items without Property Manager's (Purchasing Director's) oversight.

1. Items to be scrapped for parts shall be verified (visually) by the Property Manager (Purchasing Director) as on location and as being suitable for such purpose, and shall not be put back into service.
 2. All items not scrapped for parts shall be removed from County property within 15 days into a legal trash disposal site for such an item.
 3. All vehicles declared "Junk" must be signed off and approved by the County's garage mechanic prior to disposition.
 4. Once all items on a batch list are disposed, the list shall be submitted to Finance by the Property Manager (Purchasing Director) for disposal in the accounting software.
- E. Items approved for "Donation" to another entity shall update into a new report. The Property Manager (Purchasing Director) may contact the recipient as well as any necessary authority to ensure transfer of title and custody, or he may require donating County department to provide proof of same. Once satisfied, Property Manager (Purchasing Director) will submit verification to Finance, who will dispose of the asset in the accounting software.

(c) Transfers of Inventory between Departments

1. Upon determination of a legitimate need to Transfer an asset from one department to another, the Transferring Department Head shall submit an "Asset Transfer" form via the WebPortal. Department should search the web-portal for the asset and verify the tag number and serial number before requesting the transfer. Once the asset is located, click "request transfer". You will then be required to indicate which department/division the asset should be transferred to and click "save". The portal will ask you to verify the information and then click yes if it is correct.
2. Transfers across divisions but within the same Department (Graded Roads 4220 to Drainage 4230, for instance and transfers from one department to another (From Graded Roads 4220 to Landscaping 3710, for instance) must be submitted via the WebPortal for proper inventory accounting. Explanations may be attached.
3. Asset Transfer requests will route in the WebPortal program to the Department head expected to receive the asset. The form will include an asset tag number, serial number, detailed item description, acquisition date, the net of cost less life-to-date accumulated depreciation, and which departments are involved in the transfer of each item. The department head receiving the asset must accept the transfer via the WebPortal. Upon acceptance of the asset, Finance will be notified of the transaction and will update the inventory records.

4. Finance will review the approved changes, make the change in the accounting software, and update as "entered" in the WebPortal. The program will notify the requesting Department and the department can make the physical transfer of the asset.
5. Department head should notify the board administrative office to update records if inventory item is covered by insurance. The cost of the insurance should be charged to the department now responsible for said item.

(d) Annual Physical Inventory

1. Property Manager (Purchasing Director) will complete and communicate to Finance (via the WebPortal submissions) any additions, deletions, and transfers effective as of September 30 per these procedures by October 5 of each year.
2. Property Manager (Purchasing Director) will provide each department with a report reflecting the current record of inventory items assigned to each department. This report will be a record of the inventory items as of September 30 of each year and will be provided to Departments by October 10 of each year, after verifying with Finance that all asset changes submitted have been input.
3. Departments are responsible to physically see each item listed, verify the serial number and asset tag match, and note the item is in the possession of the department and still in working condition. (If the item is not in working condition, follow procedures for deletions from inventory.)
4. Departments must return the inventory reports to Property Manager (Purchasing Director) by October 30 of each year.
5. Property Manager (Purchasing Director) will perform physical inventories during October. Full physical inventories of County Departments and Constitutional Officers will be performed to verify the asset schedule on a rotating basis annually. Every department will be inventoried no less frequently than every three (3) years, with roughly one-third (1/3) of County assets being selected annually. Departments not receiving a full inventory during a particular year may be tested on a sample basis. Problems in sample testing may result in further testing up to a full inventory.
6. Property Manager (Purchasing Director) will investigate and reconcile any discrepancies between reports and physical inventory counts.
7. If there are irreconcilable reports, a memo will be submitted to the County Manager and Board.
8. A verified inventory report will be submitted to Finance by October 31 following each fiscal year end. Any adjustments required will be distinctly communicated.

TABLE 1 – SCHEDULE OF LIFE CYCLES

Columbia County, Florida Board of County Commissioners				
EQUIPMENT REPLACEMENT POLICY				
TABLE 1 – SCHEDULE OF LIFE CYCLES				
Subclass	Description	ESTIMATED LIFE CYCLE		
		MILES	HOURS	YEARS
VEHICLES				
	AUTOMOBILE	200,000		12
	VAN-PASSENGER	200,000		10
	VAN-WORK	200,000		8
TRUCKS				
	CREW TRUCK	200,000		10
	SPORT UTILITY VEHICLE	200,000		12
	TRUCK-ADMINISTRATIVE	200,000		12
	TRUCK-WORK	200,000		10
SPECIALIZED TRUCKS				
	BUCKET TRUCK	200,000		15
	ROLL-OFF TRUCK	300,000		10
	SERVICE VEHICLE	250,000		15
	TRUCK-DUMP	400,000		12
HEAVY EQUIPMENT				
	BACKHOE		7,500	15
	BULLDOZER		7,500	15
	EXCAVATOR		7,500	15
	FRONT END LOADER		7,500	15
	GRADER		7,500	12
	MOWING TRACTOR/COMBO		5,000	7
	ROLLER		4,000	15
	STREET SWEEPER		5,000	15
	TRACTOR-FARM		5,000	10
	TRUCK TRACTOR	300,000		10
	MISC. HEAVY EQUIP	VARIES	VARIES	VARIES
TRAILERS				
	FLATBEDS	200,000		10
	TRAILER			15
FIRE RESCUE				
	FIRE TRUCK			
	Arial (ladder) Fire Apparatus	100,000		11
	Pumper Fire Apparatus	100,000		9
	Quint Fire Apparatus	100,000		11
	Brush Fire Apparatus	125,000		9
COMPUTER EQUIPMENT				
MISCELLANEOUS EQUIPMENT				
		VARIES	VARIES	VARIES



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/11/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Requesting approval for the revised job description and pay grade.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager
FROM: Kevin Kirby, Assistant County Manager */k*
DATE: May 10, 2022
RE: Traffic Operations Supervisor Revised Job Description

The Sign Shop Foreman position is being revised to Traffic Operations Supervisor. The revised requirements are listed below:

Essential Functions

- Assist Traffic Signal Technicians with trouble calls all hours of the day and night.
- Available to fill in for Traffic Signal Standby duties when needed.
- Detail recording of preventive maintenance and emergency repairs to traffic signals, overhead flashers, stop sign flashers and school flashers.

Based on revisions to the job description, the pay grade will be negotiable.

Therefore, I am requesting approval of the revised job description and pay grade.

Thank you for your time and consideration.

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

SIGN SHOP FOREMAN TRAFFIC OPERATIONS SUPERVISOR

MAJOR FUNCTION:

This is a highly skilled position, responsible for supervision of day-to-day operations of the Public Works **Traffic Signal/Sign Shop** and the maintenance and repair of the County's traffic signals, **signs** and other lighting. Responsible for planning, budgeting, coordinating, organizing, ordering, preparation and placement of the Traffic and Informational type signs throughout the County. Responsible for ensuring that all traffic signal, warning lighting and street lighting are fully maintained and operational at all times. This position works closely with the Operations Superintendent.

Works independently, conferring with the Operations Superintendent on new assignments or difficult problems.

ESSENTIAL FUNCTIONS:

Plan, organize and control the work program of the Public Works **Traffic Signal/Sign Shop**. Determines replacement or repair to signage throughout the County.

Responds to work orders regarding special signage, traffic signals, and other lighting.

Responds to citizen complaints and recommendations.

Advise and recommend changes to the Operations Manager relating to manufacturing efficiency.

Supervise the **Traffic Signal/Sign Shop** operations ensuring compliance with all procedures.

Prices and orders necessary signs for the safety and operations of County streets and parks.

Assist Traffic Signal Technicians with trouble calls all hours of the day and night.

Test traffic signal equipment and send out to be repaired when needed.

Be available to fill in for Traffic Signal Standby duties when needed.

Program and deploy various types of traffic signal related computer equipment.

Maintain inventory levels necessary to ensure materials will be in stock in support of the manufacturing and maintenance operations.

Assist in the budgetary process relating to the **Traffic Signal/Sign Shop, and traffic signals, and other lighting for maintenance and/or replacement including the necessary preventative maintenance and replacement of signs and signals.**

Assist and support Management's Collective Bargaining Team, including confidential preparations.

Assist in handling and resolving grievances as necessary.

Design, layout and/or review all **traffic signals or signs** for compliance with the Manual of Uniform Traffic Control Devices.

Establish and maintain a cost of all manufactured items.

Detailed recording of preventative maintenance and emergency repairs to traffic signals, overhead flashers, stop sign flashers and school flashers.

Schedule sign blank preparation to avoid any delay in manufacturing of roadway signs.

~~Supervise and assist in sizing and shearing blanks, rounding corners, punching mounting holes, and applying sheeting to blanks.~~

Check equipment set up and complete products to ensure compliance with established criteria.

Supervise and participate in the manufacturing of both large and small signs by hand applying message to prepared sign blanks.

~~Assist in building of delineators, screening mesh construction flags and other related items.~~

SIGN SHOP FOREMAN TRAFFIC OPERATIONS SUPERVISOR

PAGE TWO OF FOUR

ESSENTIAL FUNCTIONS: (Continued)

Direct the installation and maintenance of signs through out the County using various types of post hole diggers, augers and drivers.

Must be able to place barricade and other types of safety equipment.

Direct the maintenance and repair of shop equipment.

Direct the maintenance and repair of all traffic signal and lighting equipment.

Establish a preventative maintenance plan for traffic signal and lighting operations.

Procure necessary repair parts for traffic signal and lighting maintenance and repair.

Prepare required reporting for requesting agencies.

Operation of bucket and boom truck equipment.

Establish working relationship with Florida Department of Transportation, Traffic Operations.

Will use both hands simultaneously while standing or sitting, requires constant pushing, twisting, bending and climbing; frequent lifting of ten (10) to fifty (50) pounds. Position requires oral and written communications, also involves adequate eyesight and hearing to safely perform these activities.

NON-ESSENTIAL FUNCTIONS:

Performs other related duties as required.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related marginal duties as required.)

WORK ENVIRONMENT:

Works inside and outside in various types of weather. Darkness, noise, electricity. Hazardous surfaces, slippery and uneven surfaces. Height up to 45 50 feet. Below ground level. Ability to perform physical work related to the position. Work may be performed without direct supervision. Responds to scenes after normal working hours, i.e.; chemical and fuel spills, aircraft accidents, weather emergencies, traffic accidents involving traffic equipment or lighting, etc.; which may include lengthy hours of standing as well as

exposure to weather conditions.

SIGN SHOP FOREMAN TRAFFIC OPERATIONS SUPERVISOR
PAGE THREE OF FOUR

TRAINING AND EXPERIENCE:

Minimum Experience: High School graduate or G.E.D. and four ~~(4)~~ (2) years' experience in sign manufacturing or an equivalent combination of training and experience. Level ~~II~~ III IMSA certified traffic signal technician with five ~~(5)~~ (7) or more years' experience in maintaining and repairing traffic signal equipment to include flashing lights, school ~~flashers crossing lights~~, and street lights.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the tools and types of equipment needed for the placement of ~~traffic signals and~~ signs as well as, understanding oral and written instructions.

Knowledge and understanding of State of Florida ~~Uniform Sign and Traffic Code. Standards for signs and signals.~~

Knowledge of the geography of Columbia County.

Working knowledge of the operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Knowledge of FDOT maintenance and outage reporting requirements.

Ability to read, comprehend, speak and hear clearly in the English language in order to provide information to the public.

Ability to establish effective working relationships with other employees, departments and the general public.

Ability to direct other employees on placement of signs ~~when necessary and repair of~~ signals.

Skill in the care and use of tools, equipment and materials of the Sign Shop and Traffic Signal maintenance and repair.

SIGN SHOP FOREMAN TRAFFIC OPERATIONS SUPERVISOR
PAGE FOUR OF FOUR

ESSENTIAL PHYSICAL SKILLS/DEMANDS:

Working at heights up to fifty (50) feet.

Normal color vision required.

Acceptable eyesight (with or without correction)

Acceptable hearing (with or without hearing aid)

Heavy (up to 50 pounds) lifting and carrying

Walking, standing, kneeling, bending, stooping

Driving

Pulling

Manual dexterity required to operate equipment and motor vehicle and must have the mobility to respond to an emergency situation

Oral and written communications

PROFESSIONAL LICENSES:

International Municipal Signal Association Traffic Signal Certification, Level ~~II or higher~~ III.

Valid Florida CDL, Class B driver's license.

Columbia County residency required within six months of date of employment.

Pay Grade: ~~30~~, 115

Exempt – Professional; Administrative

BCC APPROVED: Revised: 05/20/99, 08/02/2006, 05/05/2011; Revised 06/07/2012



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Mike Null Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Mike Null", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

Approve final ranking for BID No. 2022-04 Paving Project and authorize the contract with Lowest Bidder, Anderson Columbia.

2. Recommended Motion/Action:

Approve final ranking for BID No. 2022-04 Paving Project and authorize the contract with Lowest Bidder, Anderson Columbia.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: May 12, 2022
TO: Board of County Commissioners
FROM: Mike Null, Purchasing Officer *JSW*
RE: May 19, 2022 Agenda
Recommendation for Bid Award and enter into contract
Bid No. 2022-04

On May 10, 2022, the County received two (2) qualified bids in response to Bid No. 2022-04 for the paving project of SE Eloise Ave, SE Lomond Ave, NW Oakland Ave and NE Curt Ave. A copy of the tabulation is attached. Staff has reviewed the bids and is recommending to the Board to award the bid to the lowest bidder, **Anderson Columbia Co., Inc.** in the amount of **\$403,371.54** using Account Number 303-8082-541.30-46, and to authorize the execution of the Construction Agreement.

XC. Bid File No. 2022-04

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

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

Date: 05/10/2022

Bid No.: 2022-04

**Project: SE Eloise Ave, SE Lomond Ave,
NW Oakland Ave, NE Curt Ave**

Company Name	Bid Amount
Anderson Columbia Co., Inc.	\$ 403,371.54 **
John C. Hipp Construction Equipment Co.	\$ 418,265.50

Witnessed by: LaShanda Taylor and Mike Null

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"), on May 19, 2022, hereby contracts with

ANDERSON COLUMBIA CO., INC. (the "Contractor") of P.O Box 1829, Lake City, FL 32056 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2022-04 SE Eloise Ave, SE Lomond Ave, NW Oakland Ave, and NE Curt Ct (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:

Chad Williams, P.E.

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: \$ 403,371.54 (Four hundred three thousand, three hundred seventy one dollars and fifty four cents.).

SCHEDULE OF UNIT PRICES ARE ATTACHED AS PART OF CONTRACT

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 60 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 7 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, \$1,197.00¹ 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 five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Engineer for payment, whichever is less. 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 monthly 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:

- A1. 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;
- A2. Any Conditions which adversely affect the Work;
- A3. The hours of operation by Contractor's and subcontractor's personnel;
- A4. 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:

D1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.

D2. 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.

D3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D4. 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.

D5. 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

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

and

Engineer

Chad Williams, P.E.

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: Anderson Columbia Co., Inc.
Address (including city, state and zip): P.O. Box 1829
Lake City, Fl 32024
Name of person with their title to whose
Attention the notice should be sent: E. Tony Williams, Jr., Vice President
Telephone and Fax numbers: (386) 752-7585

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 bccadmin@columbiacountyfla.com or call (386) 758-1326 or P.O. Box 1529 Lake City, Fl 32056.

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: Anderson Columbia Co., Inc.
(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, Robby Hollingsworth

Clerk: _____
James M. Swisher, Jr.

Date: _____

Approved as to Form and Content:

County Attorney

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2022-04

SE Eloise Ave, SE Lomond Ave, NW Oakland Ave, and NE Curt Ct

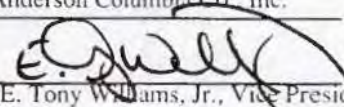
BID PROPOSAL

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	49,283.56	49,283.56
2	Maintenance of Traffic	LS	1	15,008.47	15,008.47
3	Grading/Edge of Pavement Preparation	LS	1	23,911.08	23,911.08
3	Borrow	CY	150	43.50	6,525.00
4	Asphaltic Conc. SP 9.5 - Levelling	TN	500	157.89	78,945.00
5	Asphaltic Conc. SP 12.5 - Structural	TN	75	246.76	18,507.00
6	Asphaltic Conc. SP 9.5 - Surface	TN	1100	142.27	156,497.00
7	Seed and Mulch	LS	1	5,225.42	5,225.42
8	Sod - 42"	SY	4450	2.68	11,926.00
9	Painted Pavement Markings	LS	1	26,797.01	26,797.01
10	Speed Humps	EA	3	3,582.00	10,746.00

TOTAL: \$403,371.54

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

Contactar Signature: 

E. Tony Williams, Jr., Vice President

- **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**

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

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

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

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

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

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

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

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address) (Telephone Number)

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

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

and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

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

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

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

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

_____ (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 in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Mike Null Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

BID NO. 2022 - V Fire Station # 51 Expansion - Plumb Level Construction - Lowest Bidder.

2. Recommended Motion/Action:

Approve final ranking for BID NO. 2022 - V and approve construction contract with Plumb Level Construction

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: May 12, 2022

TO: Board of County Commissioners

FROM: Mike Null, Purchasing Officer *MNull*

RE: May 19, 2022 Agenda
Bid Award for Bid No. 2022-V and
approve Contract for the Fire Station #51 Expansion

On May 11, 2022, the County received four (4) qualified bids in response to Bid No. 2022-V for the Fire Station #51 Expansion. A copy of the Bid Tabulation is attached. Staff has reviewed the bids and is recommending the Board award the bid to the lowest qualified bidder, **PLUMB LEVEL CONSTRUCTION** in the amount of **\$126,663.00** and to enter into a construction contract with the bidder.

XC. Bid File No. 2022-V

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

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

**Date: 5/11/2022
Bid No. 2022-V
Project: Fire Station #51 Expansion**

Company Name	Bid Amount
Advantage Contracting Group, Inc.	\$ 127,500.00
KBT Contracting Corp	\$ 199,175.00
McInnis Services LLC dba LMC Steel	\$ 135,600.00
Plumb Level Construction	\$ 126,663.00 **

Witnessed by: Josie Gaskins and Mike Null

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"), awarded on May 19, 2022, hereby contracts with **PLUMB LEVEL CONSTRUCTION** (the "Contractor") of 232 NW Chadley Lane, Lake City, FL 32055 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2022-V, Fire Station #51 Expansion (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

Chad Williams, PE for the Civil Work and Donald Dupree, Maintenance & Facility Director for the vertical construction.

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: **\$ 126,663.00** (One hundred twenty six thousand six hundred sixty three dollars and no cents).

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

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

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond—not applicable
- E. Public Payment Bond—not applicable
- 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. Addenda's 1,2 & 3
- O. _____
- P. _____

Section 5. Bonds—Not Applicable

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 180 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 7 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, \$0.00¹ 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 2001.

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 five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Engineer for payment, whichever is less. 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:

- A1. 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;
- A2. Any Conditions which adversely affect the Work;
- A3. The hours of operation by Contractor's and subcontractor's personnel;
- A4. 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:

D1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.

D2. 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.

D3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D4. 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.

D5. 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

- B4. 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

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

and

County Representative

Donald Dupree, Maintenance & Facility Director

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: Plumb Level Construction
Address (including city, state and zip): 232 NW Chadley Lane
Lake City, FL 32055
Name of person with their title to whose
Attention the notice should be sent: Kevin Bedenbaugh, Sr.
Telephone and Fax numbers: (386) 365-5264

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 hccadmin@columbiacountyfla.com or call (386) 758-1326 or P.O. Box 1529 Lake City, FL 32056.

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: Plumb Level Construction
(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, Robby Hollingsworth

Clerk: _____
James M. Swisher, Jr.

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

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

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

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

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

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

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as

_____ (title) of _____ (company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

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

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address) (Telephone Number)

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

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

_____ and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

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

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

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

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

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

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

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

PRINCIPAL: _____
(Company Name of Contractor)

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

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

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

(Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

State: Statutory
Applicable Federal:
(e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

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

Comprehensive General Liability Insurance shall include:

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

COMPREHENSIVE AUTOMOBILE LIABILITY

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

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

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

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

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

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

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

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

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

(Signature of Notary)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

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

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

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

Accepted: _____, 20____.

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J

NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K
APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/11/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Proceed with the existing contract (50,000 GPD) while permitting of the third module which will combine the total plant capacity of 75,000 GPD.

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.


District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager 

DATE: May 10, 2022

RE: Ellisville WWTP Expansion

Last year we were designing and permitting a 25,000 expansion to the existing Ellisville Wastewater Treatment plant. The existing plant had a 25,000 GPD capacity, and the new plan was to bring it up to 50,000 GPD via a CDGB grant.

After bids were received, BOCC agreed to add an additional 25,000 GPD, which would bring the total capacity up to 75,000 GPD. Staff began immediately with the redesign and permitting of the facility. During this time, a few issues occurred.

1. Due to the extension, and trying to get a new permit in 2022, it is required to implement advanced nitrogen removal, due to the plant's location in the Sante Fe River Basin and the BMAP.
2. Due to this requirement, and the strength of the current flows entering the plant from the truck stops and restaurants in the area, the nitrogen removal will be extremely hard to obtain. This will most likely require a variance that could be time consuming and not guaranteed.

Therefore, based on the difficulties of the new requirements, it is recommended to proceed with moving forward with the existing contract, which will bring the plant up to 50,000 GPD total. Meanwhile, staff will continue to move forward with design and permitting of the third module (total plant capacity at 75,000 GPD).

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



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/4/2022 Meeting Date: 5/19/2022

Name: Liza Williams Department: Building Department

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Special Family Lot Permit Application - SFLP 2210 - Glenn and Donna Boyette deeding 3.86 acres to their daughter, Shannon Ball.

Item was pulled from the Consent Agenda and tabled for additional review. Property Owners have revised the property site plan to address concerns.

2. Recommended Motion/Action:

Recommend approval for SFLP 2210.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # SFLP	<u>2210</u>
Application Fee	\$50.00
Receipt No.	<u>757739</u>
Filing Date	<u>4-4-22</u>
Completeness Date	_____

Special Family Lot Permit Application

A. PROJECT INFORMATION

- Title Holder's Name: Boyette, Guenn & Donna
- Address of Subject Property: 2398 SW Dairy Street, Lake City, FL 32024
- Parcel ID Number(s): 03485-003
- Future Land Use Map Designation: Ag
- Zoning Designation: A-3
- Acreage of Parent Parcel: 15.01
- Acreage of Property to be Deeded to Immediate Family Member: 3.87 acres
- Existing Use of Property: residential
- Proposed use of Property: residential
- Name of Immediate Family Member for which Special Family Lot is to be Granted: SHANNON BOYETTE BALL

PLEASE NOTE: Immediate family member must be a parent, grandparent, adopted parent, stepparent, sibling, child, adopted child, stepchild, or grandchild of the person who is conveying the parcel to said individual.

B. APPLICANT INFORMATION

- Applicant Status Owner (title holder) Agent
- Name of Applicant(s): GUENN AND DONNA BOYETTE Title: _____
 Company name (if applicable): _____
 Mailing Address: 2398 SW Dairy Street
 City: LAKE CITY State: FL Zip: 32024
 Telephone: (386) 3975425 Fax: () Email: DONNA@BOYETTE.COM

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

- If the applicant is agent for the property owner*.
 Property Owner Name (title holder): _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: () Fax: () Email: _____

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

- ADDRESSES / CHANGE
- RENAME STREET / EASEMENT

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

- ✓ 1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).
- ✓ 2. Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.
- ✓ 3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.
- ✓ 4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).
- ? 5. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format).
- ? 6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).
- ✓ 7. Proof of Ownership (i.e. deed).
- ✗ 8. Agent Authorization Form, if applicable (signed and notarized).
- ✓ 9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
10. Fee. \$50.00 - No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

A special family lot permit may be issued by the Board of County Commissioners on land zoned Agricultural or Environmentally Sensitive Area within these Land Development Regulations, for the purpose of conveying a lot or parcel to an immediate family member who is the parent, grandparent, adopted parent, stepparent, sibling, child, or adopted child, stepchild or grandchild of the person who conveyed the parcel to said individual, **not to exceed one (1) dwelling unit per one (1) acre** and the lot complies with all other conditions from permitting development as set forth in these Land Development Regulations. This provision is intended to promote the perpetuation of the family homestead in rural areas by making it possible for immediate family members to reside on lots as their primary residence which exceed maximum density for such areas, provided that the lot complies with the conditions for permitting established in Section 14.9 of the Land Development Regulations.

If approved by the Board of County Commissioner, the division of lots shall be recorded by separate deed, comply with all other applicable regulations of the Land Development Regulations, and comply with all other conditions for permitting and development as set forth in the Land Development Regulations. A completed building permit application shall be submitted within one (1) year of receiving approval by the Board of County Commissioners. One (1) extension can be requested in writing and approved by the Land Development Regulations Administrator not to exceed nine (9) months. If a special family lot permit expires, it shall have to go through the process again for approval as required by this section. A building permit for a special family lot shall be issued only to the immediate family member or their authorized representative (i.e. licensed building contractor or mobile home installer) after a recorded copy of the family relationship residence agreement affidavit and deed to the special family lot has been submitted to the Land Development Regulation Administrator as part of the building permit application process.

Special family lots which have not met the requirements for homestead exemption shall not be transferable except, as follows:

1. The deeding of the parcel back to the original owner of the parent tract as indicated in Section 14.9 of the Land Development Regulations;
2. To another individual meeting the definition of immediate family member;
3. To an individual not meeting the definition of immediate family member due to circumstances beyond the reasonable control of the family member to whom the original special family lot permit was granted such as divorce, death or job change resulting in unreasonable commuting distances, the immediate family member is no longer able to retain ownership of the special family lot, subject to approval by the original reviewing body that approved the special family lot permit; and
4. Upon approval of the transfer of the special family lot, the County will issue a Certificate of Transfer and the owner shall record the certificate in the Public Records in the Clerk of the Courts Office. This process shall apply retroactively to special family lots previously created under the Land Development Regulations.

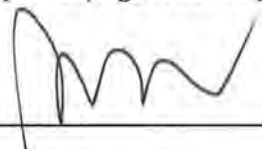
Any decision made by the Board of County Commissioners is subject to a 30 day appeal period as outlined in Article 12 of the Land Development Regulations. Any action taken by the applicant within the 30 day appeal period is at the applicant's risk. No Certificate of Occupancy shall be issued until the 30 day appeal period is over or until any appeal has been settled.

Upon the applicant obtaining a Certificate of Occupancy, the applicant must file for Homestead Exemption. Homestead Exemptions can be filed each year with the Columbia County Property Appraiser's Office from January 1 to March 31.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Shannon B. Ball

Applicant/Agent Name (Type or Print)



Applicant/Agent Signature

04.04.22

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Allen and
LaDonna Breyette the Owner of the parent parcel which has been subdivided for
Brad and Shannon Bell, the Immediate Family Member of the Owner, and which is
intended for the Immediate Family Members primary residence use. The Immediate Family
Member is related to the Owner as daughter & son in law. Both individuals being
first duly sworn according to law, depose and say:

1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.
2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.
3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. 03485003.
4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel No. _____.
5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.
6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).
7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

We Hereby Certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with it.

La Donna D Boyette
Owner

Shannon B. Ball
Immediate Family Member

La Donna D Boyette
Typed or Printed Name

[Signature]
Typed or Printed Name

Subscribed and sworn to (or affirmed) before me this 4th day of April, 2022 by LaDonna Boyette (Owner) who is personally known to me or has produced FL DL B300-52454-759-0 as identification.

[Signature]
Notary Public



Subscribed and sworn to (or affirmed) before me this 4th day of April, 2022 by Shannon Ball (Family Member) who is personally known to me or has produced FL DL B400-78271928 as identification.

[Signature]
Notary Public



APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Legal Description Parent Parcel

BEG NW COR OF NE1/4 OF NE1/4, RUN S 1382.61 FT, E 533.42 FT, N 219.76 FT, W 69.76 FT, N 1135.70 FT TO S R/W OF RD, W'LY ALONG R/W 467.64 FT TO POB. 601-301, 607-199, 427, 709-29, 967-2116, LE 1375-1489,

15.01 Acres

This Instrument Prepared by & return to:
Name: **GLENN H. BOYETTE**
Address: **2398 SW DAISY STREET**
LAKE CITY, FLORIDA 32024

Inst: 201912000095 Date: 01/02/2019 Time: 1:21PM
Page 1 of 2 B: 1375 P: 1489, P.DeWitt Cason, Clerk of Court
Columbia, County, By: PT
Deputy ClerkDoc Stamp-Deed: 0.70

Parcel I.D. #: 03485-003

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS LIFE ESTATE DEED Made the 28th day of December, A.D. 2018, by **GLENN H. BOYETTE AND LADONNA D. BOYETTE, HIS WIFE**, hereinafter called the grantor, to **GLENN H. BOYETTE AND LADONNA D. BOYETTE, HIS WIFE**, whose post office address is, A LIFE ESTATE, WITHOUT ANY LIABILITY FOR WASTE, AND WITH FULL POWER AND AUTHORITY IN SAID LIFE TENANTS TO SELL, CONVEY, MORTGAGE, LEASE OR OTHERWISE MANAGE AND DISPOSE OF THE PROPERTY DESCRIBED HEREIN IN FEE SIMPLE, WITH OR WITHOUT CONSIDERATION, WITHOUT JOINDER OF THE REMAINDERMAN, AND WILL FULL POWER AND AUTHORITY TO RETAIN ABSOLUTELY ANY AND ALL PROCEEDS THEREFROM; AND UPON DEATH OF THE LIFE TENANTS, THE REMAINDER, IF ANY, TO SHANNON BOYETTE BALL whose post office address is 250 EAGLE DRIVE, JUPITER, FLORIDA 33477, GLENDON ADAM BOYETTE whose post office address is 10300 ASH HOLLOW DR., APT. 102, RALEIGH, NC 27617 AND GRANT AARON BOYETTE whose post office address is 3430 S 283 LANE, AUBURN, WA 98001, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantees" include all the parties to this instrument, singular and plural, the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees all that certain land situate in Columbia County, State of Florida, viz:

A PART OF THE NE ¼ OF SECTION 7, TOWNSHIP 5 S, RANGE 16 E, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 7, AND S 00°48'14" W, 1382.61 FEET, THENCE N 89°52'14" E., 533.42 FEET, THENCE N 01°06'39" E., 219.76 FEET, THENCE N 87°29'02" W., 69.76 FEET, THENCE N 00°55'58" E., 1135.70 FEET TO THE S MAINTAINED RIGHT-OF-WAY LINE OF A COUNTY MAINTAINED ROAD, THENCE N 87°11'20" W., ALONG SAID MAINTAINED RIGHT-OF-WAY, 467.64 FEET TO THE POINT OF BEGINNING.

LEGAL PROVIDED BY GRANTOR

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR SURVEY AND MAKES NO WARRANTIES AGAINST SAME.

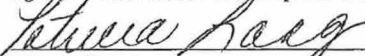
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.


And the grantor hereby covenant with said grantees that she is lawfully seized of said land in fee simple; that she has good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said grantor has signed and sealed these presents, the day and year first above written.

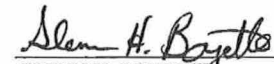
Signed, sealed and delivered in the presence of:

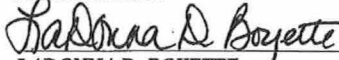

Witness Signature **PATRICIA LANG**

Printed Name


Witness Signature **Marla M. Landin**

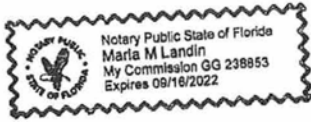
Printed Name

 L.S.
GLENN H. BOYETTE
Address: 2398 SW DAIRY STREET, LAKE CITY,
FLORIDA 32024

 L.S.
LADONNA D. BOYETTE
Address: 2398 SW DAIRY STREET, LAKE CITY,
FLORIDA 32024

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 28th day of December, 2018, by **GLENN H. BOYETTE AND LADONNA D. BOYETTE**, who is known to me or who has produced Driver's License as identification.



Marla M Landin

Notary Public
My commission expires 9/18/22

Columbia County Tax Collector

generated on 7/30/2021 12:08:33 PM EDT

Tax Record

Last Update: 7/30/2021 12:06:25 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
R03485-003	REAL ESTATE	2020			
Mailing Address		Property Address			
BOYETTE GLENN H & DONNA D 2398 SW DAIRY ST LAKE CITY FL 32024		2398 DAIRY SW LAKE CITY GEO Number 075S16-03485-003			
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code	Escrow Code		
H3 25000		003	651		
HX 25000					
Legal Description (click for full description)					
07-5S-16 5000/500015.01 Acres BEG NW COR OF NE1/4 OF NE1/4, RUN S 1382.61 FT, E 533.42 FT, N 219.76 FT, W 69.76 FT, N 1135.70 FT TO S R/W OF RD, W'LY ALONG R/W 467.64 FT TO POB. 601-301, 607-199,427, 709-29, 967-2116, LE 1375- 1489					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	166,262	50,000	\$116,262	\$931.84
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	166,262	25,000	\$141,262	\$105.67
LOCAL	3.7810	166,262	25,000	\$141,262	\$534.11
CAPITAL OUTLAY	1.5000	166,262	25,000	\$141,262	\$211.89
SUWANNEE RIVER WATER MGT DIST	0.3696	166,262	50,000	\$116,262	\$42.97
LAKE SHORE HOSPITAL AUTHORITY	0.0001	166,262	50,000	\$116,262	\$0.01
Total Millage		14.4137	Total Taxes		\$1,826.49
Non-Ad Valorem Assessments					
Code	Levying Authority			Amount	
FFIR	FIRE ASSESSMENTS			\$219.98	
GGAR	SOLID WASTE - ANNUAL			\$0.00	
Total Assessments				\$219.98	
Taxes & Assessments				\$2,046.47	
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
11/29/2020	PAYMENT	9976091.0001	2020	\$1,964.61	

[Prior Years Payment History](#)

Prior Year Taxes Due

NO DELINQUENT TAXES

AFFIDAVIT

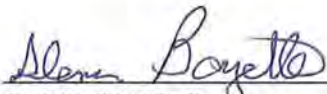
STATE OF FLORIDA

COUNTY OF COLUMBIA

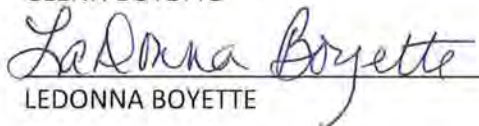
BEFORE ME, the undersigned Notary Public, personally appeared GLENN and LEDONNA BOYETTE, who being by me first duly sworn, on oath, deposes and says:

1. We are the current owners of 2398 SW Dairy Street, Lake City, FL 32024.
2. We are petitioning Columbia County to gift 3.8 acres of land to our daughter, Shannon Boyette Ball.
3. We agree NOT to build any structures on the 7-acres between the gift of this land and SW Dairy Street until such time as we gift that land to our sons, Adam Boyette and Aaron Boyette.
4. This lot will be immediately homesteaded by Brad Ball and Shannon Boyette Ball.

FURTHER AFFIANT SAYETH NAUGHT



 GLENN BOYETTE

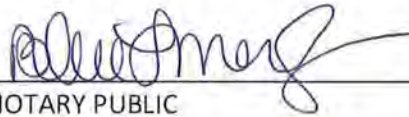


 LEDONNA BOYETTE

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing affidavit was acknowledged before me this 4th of April, 2022 by Glenn and LeDonna Boyette who is personally known to me.

FL DL B300-28854-283-0
FL DL B300-524-54-759-0

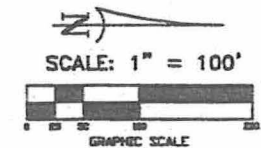


 NOTARY PUBLIC



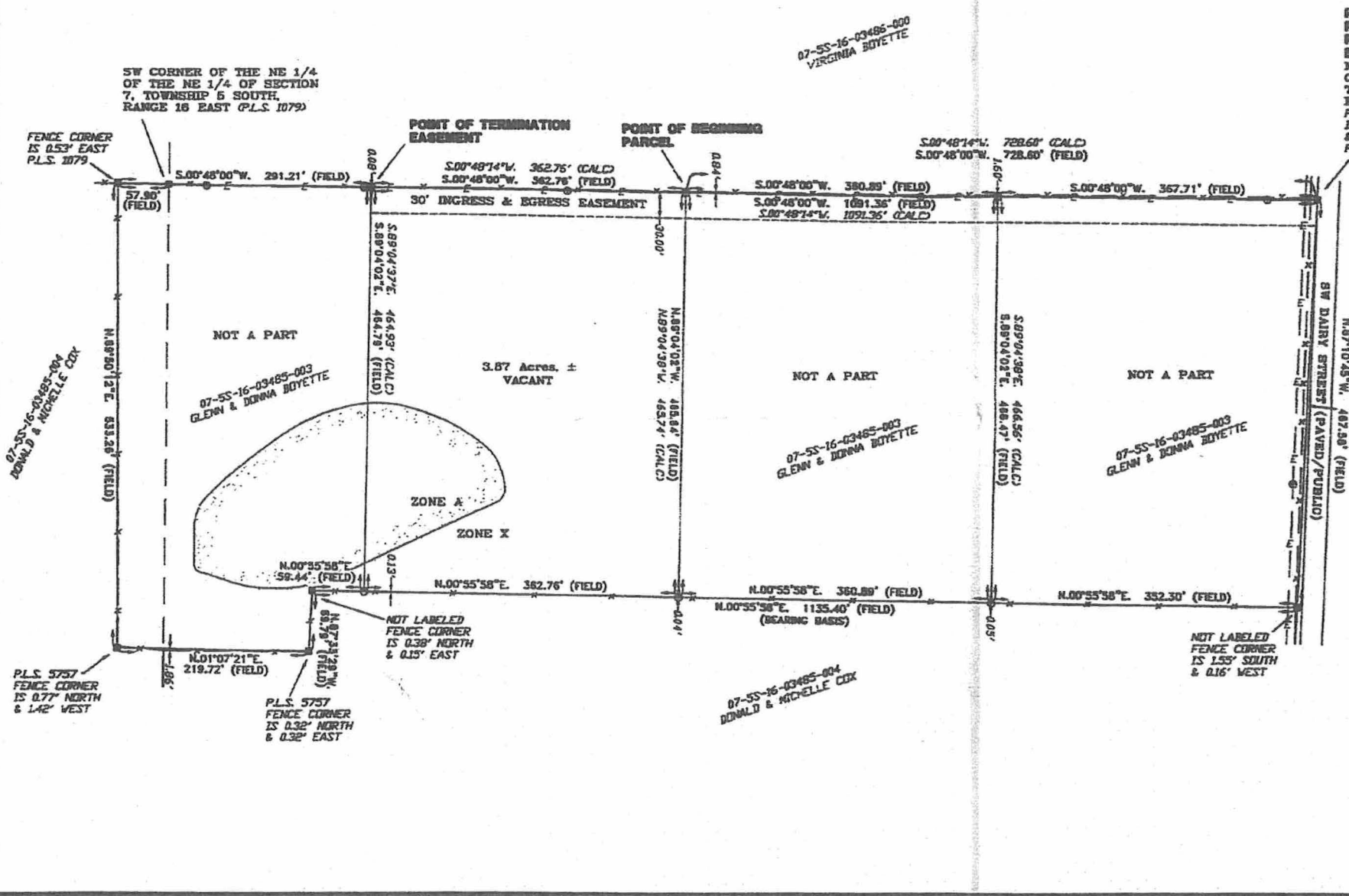
Brooke L meng

 PRINT NAME
 STATE OF FLORIDA



SYMBOL LEGEND:

■	4"X4" CONCRETE MONUMENT FIELD
□	4"X4" CONCRETE MONUMENT SET
○	IRON PIPE FOUND
○	IRON PIN AND CAP SET
×	1" CUT IN PAVEMENT
+	CALCULATED PROPERTY CORNER
⊕	NAIL & DISK
⊙	POWER POLE
+	ELECTRIC METER
⊕	WATER METER
⊕	UTILITY BOX
⊕	WELL
⊕	SEWERY MANHOLE
⊕	CENTERLINE
---	SECTION LINE
---	ELECTRIC LINES
---	WIRE FENCE
---	CHAIN LINK FENCE
---	WOODEN FENCE
○	PLAD AS FOR A PLAT OF RECORD
○	QUED AS FOR A DEED OF RECORD
○	CALCD AS PER CALCULATIONS
○	FIELD AS PER FIELD MEASUREMENTS
P.R.M.	PERMANENT REFERENCE MARKER
P.C.P.	PERMANENT CONTROL POINT



POINT OF COMMENCEMENT
POINT OF BEGINNING
EASEMENT
NW CORNER OF THE NE 1/4
OF THE NE 1/4 OF SECTION
7, TOWNSHIP 5 SOUTH,
RANGE 16 EAST
FENCE CORNER
IS 762' SOUTH
& 245' WEST
P.L.S. 1079

DESCRIPTION
COMMENCE AT THE NW CORNER OF THE NE 1/4 OF THE NE 1/4, SECTION 7, TOWNSHIP 5 SOUTH,
RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE S.00°48'14"W, ALONG THE WEST
LINE OF THE EAST 1/2 OF THE NE 1/4 A DISTANCE OF 728.60 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE S.00°48'14"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE
NE 1/4 A DISTANCE OF 362.76 FEET; THENCE S.89°04'37"E, 464.93 FEET; THENCE N.00°55'58"E,
362.76 FEET; THENCE N.89°04'38"W, 465.74 FEET TO THE POINT OF BEGINNING, CONTAINING 3.87
ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A 30.00 FOOT EASEMENT FOR INGRESS AND EGRESS LYING TO
THE EAST OF THE FOLLOWING DESCRIBED LINE, COMMENCE AT THE NW CORNER OF THE NE 1/4
OF THE NE 1/4, SECTION 7, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA
AND RUN THENCE S.00°48'14"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 A
DISTANCE OF 1091.36 FEET TO THE POINT OF TERMINATION. SAID EASEMENT IS TO EXTEND OR
CONTRACT AS NEEDED TO FILL THE BOUNDARIES THEREOF.

- SURVEYOR'S NOTES**
- BOUNDARY BASED ON MONUMENTATION FOUND.
 - BEARINGS ARE BASED ON AN ASSUMED BEARING OF N.00°55'58"E, FOR EAST LINE THEREOF.
 - IT IS APPARENT THAT SOME PORTIONS OF THIS PARCEL ARE IN ZONE "A" AND MAY BE SUBJECT TO FLOODING; HOWEVER, NO BASE FLOOD ELEVATION HAS BEEN DETERMINED FOR ZONE "A". SOME PORTIONS OF THIS PARCEL ARE IN ZONE "X" AND ARE DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP, DATED 4 FEBRUARY, 2009 FROM PANEL NO. 12025C030303C HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
 - THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
 - IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
 - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
 - DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
 - THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 - THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

CERTIFIED TO:

J.T. BUILDERS

FIELD BOOK: 379 PAGE(S): 29

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE HIGHEST TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.027, FLORIDA STATUTES.

02/24/2022 FIELD SURVEY DATE
03/03/2022 DRAWING DATE

L. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BRITT SURVEYING & MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 8016
1438 SW MAIN BLVD,
LAKE CITY, FLORIDA, 32025

www.brittsurvey.com
TELEPHONE: (386) 752-7163 FAX: (386) 752-5373 WORK ORDER # L-28349A



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/13/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Discussion on the regulations and requirements for operating borrow pits

2. Recommended Motion/Action:

For Discussion only

3. Fiscal impact on current budget.

This item has no effect on the current budget.



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 5/11/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Discuss the rising price of asphalt and how it has affected the cost of upcoming road projects.

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager */k*

DATE: May 11, 2022

RE: Asphalt Pricing

As you are aware, there had been a tremendous increase in the price of asphalt. Due to this increase, it has affected the cost of upcoming road projects.

I would like to discuss this in detail with the Board of County Commissioners.

Your consideration is appreciated.

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



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Mike Null Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "Mike Null", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

To assist with the increased workload in the Building and Zoning Department and to provide redundancy, staff proposes to have a continuing service contract for planning services to assist in the plan review and permitting process.

2. Recommended Motion/Action:

Approve Ranking and Authorize to Begin Negotiation with top two firms.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
 District No. 2 - Rocky Ford
 District No. 3 - Robby Hollingsworth
 District No. 4 - Toby Witt
 District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: May 12, 2022

TO: Board of County Commissioners

FROM: Mike Null, Purchasing Officer *MXW*

RE: May 19, 2022 Board Agenda
 RFQ 2022-U Planning & Engineering Review Services
 Recommendation for Approval of Ranking and
 Authorization to begin Negotiation with top ranked

On April 26, 2022, the County received Responses from four (4) who submitted their Statement of Qualifications in response to RFQ 2022-U. This RFQ is for Planning/Engineering Firms interested in performing review of site plans and storm water calculations as it relates to Site & Development Plans and Special Exception Applications and services related to Comprehensive Plan Amendments, Special Exceptions and Rezoning. This Continuing Contract will not include design services; the RFQ allows for more than one firm to be selected due to potential conflict in reviewing documents submitted by their firms.

The County Manager appointed the following staff members to participate as the Evaluation Committee that met on this date: Kevin Kirby, Mike Null, Brandon Stubbs.

Following the review of the documents with each committee member preparing individual score sheets, then tallied as a total. Staff request the Board to approve the Ranking and authorize staff to Negotiate with the top two firms and present results back at a subsequent Board meeting:

FIRM	RANKING
Pitman Engineering LLC	1
eda consulting inc.	2
EXP U.S. Services, Inc.	3
Kimberly Horn	3

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

FINAL RANKING
RFQ 2022-U
PROFESSIONAL PLANNING & ENGINEERING REVIEW SERVICES

Columbia County, Florida
 Board of County Commissioners

	Kevin Kirby	Mike Null	Brandon Stubbs	TOTAL	FINAL RANKING
Company/Firm					
eda consulting inc.	2	2	2	6	2
EXP U.S. Services, Inc.	3	4	3	10	3
Kimberly Horn	4	3	3	10	3
Pitman Engineering LLC.	1	1	1	3	1

Signature of Rater/Recorder  Print Name Mike Null

Date: May 12, 2022

**EVALUATION SHEET
PROFESSIONAL PLANNING & ENGINEERING REVIEW SERVICES
RFQ-2022-U**

Columbia County, Florida
Board of County Commissioners
Criteria for Ranking:

FIRM/ COMPANY	Overall Expertise	Exp Local Govt	Under Local needs	Avail location	Work Priority flex	Local Govt ref	Total Points	Rank
	0-20	0-20	0-20	0-20	0-10	0-10	0-100	
eda consulting inc.	17	18	17	18	8	9	87	2
EXP U.S. Services, Inc.	18	17	17	17	9	8	86	3
Kimley Horn	18	16	16	16	8	7	81	4
Pitman Engineering LLC.	19	19	18	20	10	10	96	1

Signature of Rater: _____ (signature on file) _____ Print Name: Kevin Kirby
Date: May 12, 2022



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 5/9/2022 Meeting Date: 5/19/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "John Crews", is written over the line for the Division Manager's Signature.

1. Nature and purpose of agenda item:

The Suwannee Valley Transit Authority is seeking to execute the 2022-2023 Contract for Services. This contract will begin October 1, 2022. This item will impact the FY 2022-2023 Budget and is budgeted annually in account 101-4400-541.80-82

2. Recommended Motion/Action:

Approve 2022-2023 Contract for Services - Suwannee Valley Transit Authority

3. Fiscal impact on current budget.

This item has no effect on the current budget.

CONTRACT FOR SERVICES

This Contract entered into this 1st day of October 2022, by and between Columbia County, Florida, acting through its Board of County Commissioners, hereinafter called "County," and the Suwannee Valley Transit Authority (SVTA), hereinafter called "Contractor."

WITNESSETH

That for and in consideration of the sum of FIFTY-EIGHT THOUSAND, SEVEN HUNDRED AND SIX DOLLARS (58,706) to be paid by the County to the Contractor in the following manner, to wit:

FOUR (4) QUARTERLY INSTALLMENTS OF \$14,676.50

Contractor agrees to furnish the County with the following described services from October 1, 2022, to September 30, 2023, in the Columbia County, Florida, which services the County finds, will serve a County purpose:

Serve the people of Columbia County by providing a reliable, safe, efficient, accessible, and convenient transportation system.

Contractor agrees to furnish the County with a copy of its annual financial statements or annual audit (if one is performed), which meets generally accepting accounting principles prior to requesting, in writing, the first quarterly installments. Contractor also agrees that funding under this contract must be disbursed in the fiscal year it is allocated or it is forfeited.

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

The parties further acknowledge that Columbia County, Florida, has no direct or indirect responsibility for management, operations, or other activities or functions of the agency to which Columbia County contributes funding under the terms of this agreement. As a result, thereof,

the County shall not be responsible for any acts, omissions, or other actions or failure to act by the agency, which may result in liability to the agency for damages to person or property of a third party. Further, the agency receiving funds under the terms of this agreement hereby agrees to indemnify and hold Columbia County, Florida harmless from any liability for any injury or damage which may be suffered by either the agency or any third party, whether said damage or injury may relate to personal injury, property, or the rights of such third party.

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

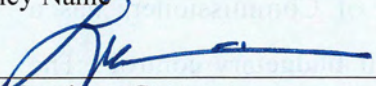
BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

BY: _____
Robby Hollingsworth, Chairman

ATTEST:

BY: _____
James M. Swisher, Jr, Clerk

Suwannee Valley Transit Agency
Agency Name

BY:  _____
Larry Sessions, Contractor



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

At the May 4, 2022 meeting, the Fort White Columbia County Utility Advisory Committee recommended that the Town of Fort White donate \$300,000 in ARPA funds for the operations of the Water system and Ellisville/Fort White connection project. In addition, the Committee recommended the County purchase equipment for the maintenance of utility lines. This action requires approval by both Boards.

2. Recommended Motion/Action:

Approve any donation from the Town of Fort White for the water system and authorize the purchase equipment in accordance with County procurement policies.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 5/6/2022 Meeting Date: 5/19/2022

Name: Amy Overstreet Department: BCC Administration

Division Manager's Signature:

[Handwritten signature]

1. Nature and purpose of agenda item:

The Board of County Commissioners approved connecting the FDOT Rest Area to the County water system and to pay the water connection charges for the FDOT Rest Areas as an economic incentive to encourage the connection. The capacity fee was not included in the connection charges.

2. Recommended Motion/Action:

Approve BA 22-65

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 22-65 using fund(s) 304-ECONOMIC DEVELOPMENT and 405-UTILITIES FUND.

Table with 3 columns: FROM, TO, AMOUNT. Row 1: 304-8400-584.90-94 RESERVES/FUTURE ENHANCEMENT to 304-8100-581.91-45 INTERFUND TRANSFERS OUT/TO UTILITIES FUND, \$35,000.00. Row 2: 405-0000-381.91-34 INTERFUND TRANSFERS IN/FROM ECONOMIC DEVELOPMENT to 405-0000-343.30-10 ELLISVILLE WATER UTIL REV/CAPACITY CHARGE, \$35,000.00.



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Discussing the cost estimate to begin the process for transitioning the Animal Control Services to the county.

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Update on Errors and Omissions Insurance Claim

2. Recommended Motion/Action:

For Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 5/6/2022 Meeting Date: 5/19/2022

Name: Ellen Snyder Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

The Commission requested an update of the balance of funds from both the ARPA and CARES projects.

2. Recommended Motion/Action:

For Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

This Agenda item would update the Board of County Commissioners on Fire Department issues.

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 5/12/2022 Meeting Date: 5/19/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Updates from the County Manager

2. Recommended Motion/Action:

For Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.