

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

April 04, 2024 at 9:30 AM

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

Ministerial Matters

Ronald Williams, District 1

- (1) Presentation - Florida Highway Patrol Radars (p.1)

Tim Murphy, District 5

- (2) Proclamation No. 2024P-05 - Child Abuse Prevention Month (p.2)
- (3) Proclamation No. 2024P-09 - Healthcare Decisions Month (p.4)

Presentation of the Board Not Requiring Board Vote or Action

Department of Health

- (1) Request for Concurrence - Appoint Administrator of Department of Health - Diana Duque, MPH (p.6)

Public Hearings

Louie Goodin, County Planner

- (1) Public Hearing - SD240301 (p.8)
- (2) Public Hearing - SD240202 (p.14)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Robby Hollingsworth, District 3

- (1) Florida Crown Career Source Update (p.38)

Kevin Kirby, Assistant County Manager

- (2) RFQ 2024-B - Transportation Consulting - Kimley Horn - \$350,000 (p.39)
- (3) Bid # 2024-02 - Repaving Contract - Anderson Columbia, Inc. - \$461,870 (p.53)
- (4) LED Lighting Agreement - FPL (p.108)
- (5) RFQ 2024-C - Nuisance Wildlife Services (p.117)

David Kraus, County Manager

- (6) RFP 2024-A - Ambulance Services (p.129)
- (7) BA 24-35 - Move forward funds - PO # 026892 - \$106,818 (p.144)
- (8) Amendments to Administrative Code (p.145)
- (9) RF Systems Technician Position Corrections (p.160)
- (10) Hazard Mitigation Grant Program Mitigation Hurricane Idalia - \$4,882,348 (p.165)
- (11) Approval to Apply for Utilities Grants and/or Funding (p.167)
- (12) Backflow Fee Charge - Columbia County Senior Services - \$550 (p.168)
- (13) BA 24-33 - Bring Forward Remaining Funds - Ellisville Wastewater Treatment Plant - Change Order # 1 from Past Fiscal Year - \$187,900 (p.169)
- (14) Contract Proposal - AT&T - \$12,757 (p.170)

Open Public Comments to the Board – 3 Minute Limit

Staff Comments

Updates from the County Manager

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: 3/19/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Previously, the Board of County Commissioners approved the purchase of new "radar" units for the Florida Highway Patrol (FHP) in our County. The Units have arrived and will be presented to the FHP.

2. Recommended Motion/Action:

Presentation Only

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 2/9/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

NorthStar Family Resource Center forwarded a Request from The Healthcare Decisions, Hospice, and Child Abuse Prevention - Proclamation No. 2024P-05 - Child Abuse Prevention Month

2. Recommended Motion/Action:

Approve Proclamation No. 2024P-05

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Columbia County, Florida
Proclamation No. 2024P-05

***Declaring April as “Child Abuse Prevention Month”
in Columbia County, Florida***

Whereas, Columbia County’s future prosperity depends on nurturing the healthy development of the children currently residing in Columbia County; and

Whereas, the abuse and neglect of children can cause severe, costly and lifelong problems, including physical and mental health problems, school failure and criminal behavior, which affect all of society; and

Whereas, research shows that parents and caregivers who have social networks and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

Whereas, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

Whereas, *Children deserve the opportunity to grow and thrive in healthful environments, free from threats of violence and harm; and*

Whereas, *During the month of April, public and private-sector agencies, child care professionals, child advocates, and residents will be increasing the public’s awareness of child abuse and neglect prevention*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Columbia County, Florida, I do hereby proclaim April, as **“Child Abuse Prevention Month”** in Columbia County, Florida.

Duly proclaimed this 4th day of April, A.D., 2024.

Attest:

**Board of County Commissioners
Columbia County, FL**

James M. Swisher, Jr., Clerk of Court

By: _____
Ronald Williams, Chairman



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Today's Date: 3/25/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Haven Hospice requests approval of Proclamation No. 2024P-09 - Healthcare Decisions Month

2. Recommended Motion/Action:

Approve Proclamation No. 2024P-09

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROCLAMATION 2024P-09

Declaring April 2024 as "Healthcare Decisions Month" in Columbia County, Florida

WHEREAS: National Healthcare Decision Day is recognized across our nation on April 16th 2024 to raise public awareness of the need to plan ahead for health-care decisions, especially those related to end of life care and medical decision-making when patients are unable to speak for themselves, and to encourage the specific use of advanced directives to communicate these important health care decisions; and

WHEREAS: Many Columbia County, Florida residents have not yet prepared for health-care decisions in times of crisis or at end of life, nor had important conversations with their families and their healthcare with their families and documented those decisions; and

WHEREAS: It is likely a significant reason for these low percentages is that there is both a lack of awareness and an uncertainty in the public about Advanced Directives; and

WHEREAS: One of the goals of Healthcare Decisions Day is to raise awareness and provide clear and consistent information to the public about advanced directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens with advanced directives; and

WHEREAS: Haven Hospice endorses this event and is committed to educating the public during the month of April to stress the importance of discussing health care choices and executing advance directive to make their wishes know;

NOW, THEREFORE, The Board of County Commissioners of Columbia County, Florida, does hereby proclaim April 2024 as "Healthcare Decisions Month" in Columbia County, Florida.

Duly proclaimed this 4th day of April, 2024

ATTEST:

**Board of County Commissioners
Columbia County, Florida**

James M. Swisher, Jr. Clerk of Court

Ronald Williams, Chairman



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 3/13/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The Florida Department of Health requests for County's concurrence to appoint Diana Duque, MPH as Administrator of Department of Health in Columbia County

2. Recommended Motion/Action:

Approve Appointing Administrator of Department of Health in Columbia County

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Mission:

To protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

March 12, 2024

Mr. Ronald Williams, Chairman
Columbia County Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32055

Dear Chairman Williams:

The Florida Department of Health requests concurrence from the Columbia County Board of County Commissioners on the appointment of Diana C. Duque, MPH, as the Administrator of the Florida Department of Health in Columbia County. County health departments sustain the partnership between the Florida Department of Health and county government pursuant to section 154.04, Florida Statutes. In keeping with state law, as well as our desire to maintain this important partnership, the Florida Department of Health works collectively with county government when selecting a new health department administrator.

Ms. Duque has an excellent and diverse background in all aspects of public health and has demonstrated her ability as a skilled leader. I believe Ms. Duque will be an asset to the Florida Department of Health and Columbia County as their new health department administrator.

The Department is requesting time on the agenda during your upcoming meeting to request concurrence on the appointment of Diana Duque as the Administrator of the Florida Department of Health in Columbia County. If you or any member of the Board of County Commissioners have questions or would like more information regarding Ms. Duque, please feel free to contact Mark Lander, Deputy Secretary for County Health Systems at 850-245-4243.

I appreciate the support of the Board of County Commissioners and the community in selecting the best candidate for the people of Columbia County.

Sincerely,

Joseph A. Ladapo, MD, PhD
State Surgeon General

cc: David Kraus, Columbia County Manager
Diana Duque





COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 3/27/2024 Meeting Date: 4/4/2024

Department: Zoning Department

1. Nature and purpose of agenda item:

Minor Sub-division Request from Randall & Peggy Haney to combine lots 3 & 4 in Commander Row sub-division into 1 parcel

2. Recommended Motion/Action:

approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Columbia County Gateway to Florida

64440

FOR PLANNING USE ONLY	SD240301
Application # SD	64440
Application Fee	\$1,000.00
Receipt No.	714519
Filing Date	3-5-2024
Completeness Date	

Minor Subdivision Application

A. PROJECT INFORMATION

- Project Name: Randall & Peggie Haney New Construction
- Address of Subject Property: Lots 3 & 4 Commander Ct., Cannon Creek Airpark
- Parcel ID Number(s): 12-4S-16-02935-164 (13241), 12-4S-16-02935-163 (13240)
- Future Land Use Map Designation: Single Family Home & Hangar
- Zoning Designation: _____
- Acreage: 1.06 AC
- Existing Use of Property: Vacant Lots
- Proposed use of Property: Single Family Home & Hangar
- Total Number of Lots 2

PLEASE NOTE: All subdivisions, whether minor or major, require a pre-application conference with the Land Development Regulation Administrator prior to submittal of an application for subdivision.

B. APPLICANT INFORMATION

- Applicant Status Owner (title holder) Agent
- Name of Applicant(s): Randall & Peggie Haney Title: Owner
 Company name (if applicable): _____
 Mailing Address: 853 Ellis Rd.
 City: Boaz State: AL Zip: 35957
 Telephone: (256) 506-4736 Fax: () Email: randallmhaney@gmail.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.**

MERIDIAN PER RECORD PLAT

MAP OF SURVEY



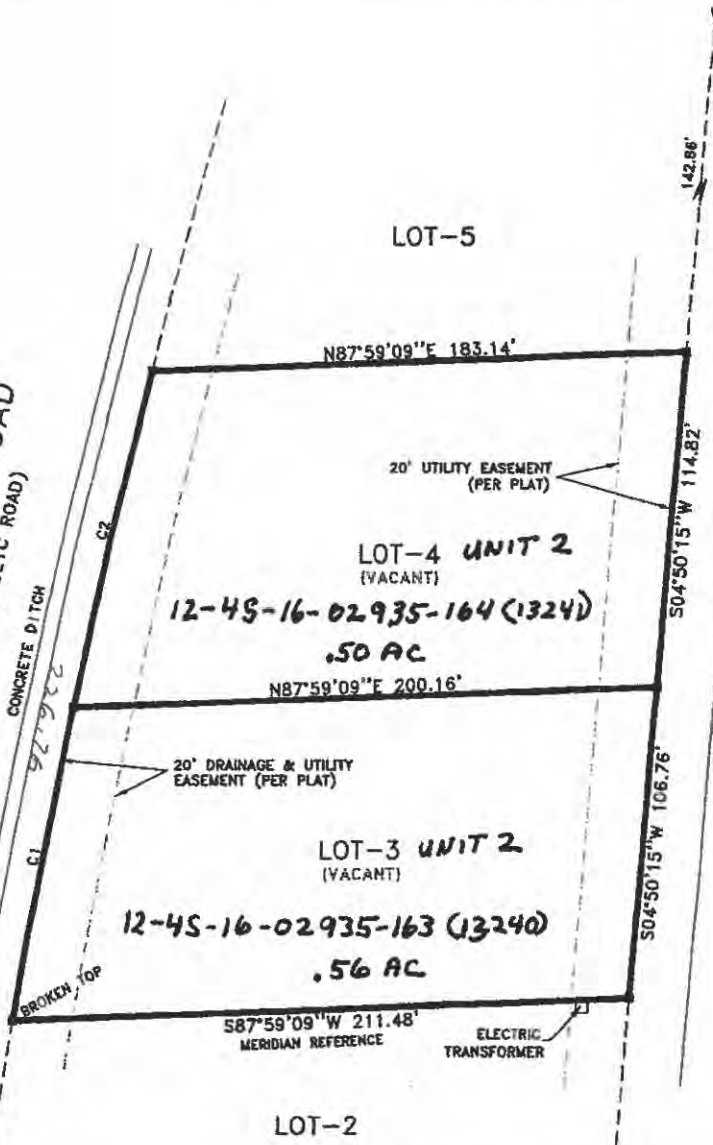
GRAPHIC SCALE



(IN FEET)
1 INCH = 40'

SW SISTERS WELCOME ROAD
ASPHALT PAVEMENT (PUBLIC ROAD)
CONCRETE DITCH

COMMANDER COURT
ASPHALT PAVEMENT (TAXIWAY PRIVATE)



CURVE TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	2824.77'	02°12'17"	108.70'	108.69'	N10°46'10"E
C2	2824.77'	02°23'42"	118.08'	118.07'	N13°04'10"E

- LEGEND**
- F. = Found
 - S. = Set
 - IP. = Iron Pipe
 - IR. = Iron Rod
 - C.M. = Concrete Measurement
 - C. = Capped
 - N.B.D. = Nail & Disk
 - P.K.N. = P.K. Nail
 - R.R.S. = Railroad Spike
 - P. = Pin
 - T. = Tied
 - D. = Dead
 - C. = Calculated
 - P. = Power Pole
 - O.W. = Overhead Wires
 - W/C = Witness Corner

NOTES:

- 1) Darrell Copeland as the certifying Land Surveyor accepts no responsibility for right-of-way, easements, restrictions or other matters affecting title to lands surveyed, other than those recited in current deed and/or other instruments of record furnished by client.
- 2) Underground encroachments if any not located.
- 3) This survey was prepared expressly for the persons and/or entities named and only for the original purpose. No other person or entity is entitled to use this survey for any purpose whatsoever without the express written consent of Darrell Copeland.

NOTE: ALL DIMENSIONS ARE PLAT & FIELD
ALL CORNERS ARE F.C.M.4"X4"(BRITT)

PER THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP COMMUNITY NO. 12023C PANEL NO. 02910, DATED 11-2-18, THE PROPERTY SHOWN AND DESCRIBED HEREON APPEARS TO BE IN ZONE "X" WITH A BASE ELEVATION OF N/A MEAN SEA LEVEL N.A.V.D. 1988.

DESCRIPTION: AS FURNISHED
Lots 3 & 4
COMMANDER ROW UNIT 2

as Recorded in Plat Book 9
Page 100, of the Public Records
of Columbia County, Florida
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY 12-27-23

I CERTIFY THAT THIS PLAT MEETS
OR EXCEEDS THE MINIMUM STANDARD
REQUIREMENTS OF CHAPTER 5J-17
FLORIDA ADMINISTRATIVE CODE.
PURSUANT TO CHAPTER 472
DARRELL COPELAND
Darrell Copeland
FLA. REG. SURVEYOR #4529 DATE 12-27-23

BOOK SUW11 PAGE 8 JOB NO. 23-325

CERTIFIED TO:
RANDALL M. & PEGGIE HANEY
GUMMINGER LAW
OLD REPUBLIC NATIONAL TITL EINSURANCE

DARRELL COPELAND SURVEYING, INC.
7910 180TH STREET
McALPIN, FLORIDA 32062
(386) 209-4343 desurvey@aol.com

DATE	G. OF P.	DWG.	CHECKED	FILE
12-27-23	DWC	DC	SC	B-

Columbia County Property Appraiser

Jeff Hampton

2024 Working Values

updated: 3/21/2024

Parcel: << **12-4S-16-02935-163 (13240)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Result: 1 of 1

Owner	HANEY PEGGIE J HANEY RANDALL M 853 ELLIS RD BOAZ, AL 35957		
Site			
Description*	LOT 3 UNIT 2 COMMANDER ROW S/D. WD 1506-1391		
Area	0.56 AC	S/T/R	12-4S-16
Use Code**	VACANT (0000)	Tax District	2

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

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

Property & Assessment Values

2023 Certified Values		2024 Working Values	
Mkt Land	\$28,000	Mkt Land	\$28,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$28,000	Just	\$28,000
Class	\$0	Class	\$0
Appraised	\$28,000	Appraised	\$28,000
SOH Cap [?]	\$3,800	SOH Cap [?]	\$1,380
Assessed	\$28,000	Assessed	\$28,000
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$24,200 city:\$0 other:\$0 school:\$28,000	Total Taxable	county:\$26,620 city:\$0 other:\$0 school:\$28,000



▼ Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/8/2024	\$80,000	1506/1391	WD	V	Q	05 (Multi-Parcel Sale) - show

▼ Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
NONE					

▼ Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	VAC RES (MKT)	1.000 LT (0.560 AC)	1.0000/1.0000 1.0000/ /	\$28,000 /LT	\$28,000

Search Result: 1 of 1

Columbia County Property Appraiser

Jeff Hampton

2024 Working Values

updated: 3/21/2024

Parcel: << **12-4S-16-02935-164 (13241)** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	HANEY PEGGIE J HANEY RANDALL M 853 ELLIS RD BOAZ, AL 35957		
Site			
Description*	LOT 4 UNIT 2 COMMANDER ROW S/D. WD 1506-1391		
Area	0.5 AC	S/T/R	12-4S-16
Use Code**	VACANT (0000)	Tax District	2

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Mkt Land	\$28,000	Mkt Land	\$28,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$28,000	Just	\$28,000
Class	\$0	Class	\$0
Appraised	\$28,000	Appraised	\$28,000
SOH Cap [?]	\$3,800	SOH Cap [?]	\$1,380
Assessed	\$28,000	Assessed	\$28,000
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$24,200 city:\$0 other:\$0 school:\$28,000	Total Taxable	county:\$26,620 city:\$0 other:\$0 school:\$28,000

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/8/2024	\$80,000	1506/1391	WD	V	Q	05 (Multi-Parcel Sale) - show

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	VAC RES (MKT)	1.000 LT (0.500 AC)	1.0000/1.0000 1.0000/ /	\$28,000 /LT	\$28,000



0 0.07 0.14 0.21 0.28 0.35 0.42 0.40 0.56 0.63 0.7 mi

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

PARCEL: 12-4S-16-02935-163 (13240) | VACANT (0000) | 0.56 AC

LOT 3 UNIT 2 COMMANDER ROW S/D. WD 1506-1391

Owner:
HANEY PEGGIE J
HANEY RANDALL M
 853 ELLIS RD
 BOAZ, AL 35957

Site:
Sales Info 1/8/2024 \$80,000 V(Q)

2024 Working Values			
Mkt Lnd	\$28,000	Appraised	\$28,000
Ag Lnd	\$0	Assessed	\$28,000
Bldg	\$0	Exempt	\$0
XFOB	\$0	Total	county:\$26,620 city:\$0
Just	\$28,000	Taxable	other:\$0 school:\$28,000

NOTES:

Columbia County, FL



This information, updated: 3/21/2024, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. **GrizzlyLogic.com**



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

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Today's Date: 3/27/2024 Meeting Date: 4/4/2024

Department: Zoning Department

1. Nature and purpose of agenda item:

Request for Minor Subdivision by Carol Chadwick, agent, for 2911 Properties LLC to sub-divide 1.93 ac of parcel 24-3S-16-02324-000 into 3 parcels fronting paved access streets (Turner and Amanda). Current density for current zoning, RSF-2, is not affected. Result will be 1 parcel at 0.55 ac and 2 parcels at 0.54 ac.

2. Recommended Motion/Action:

approve

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 # SD 240202
 Application Fee \$1,000.00
 Receipt No. _____
 Filing Date 2-23-2024
 Completeness Date _____

Inv. 3-4/27

Minor Subdivision Application

A. PROJECT INFORMATION

1. Project Name: TURNER ESTATES
2. Address of Subject Property: 863 NW AMANDA STREET, LAKE CITY, FL
3. Parcel ID Number(s): 27-3S-16-02324-000
4. Future Land Use Map Designation: RESIDENTIAL-LOW
5. Zoning Designation: RSF/MH-2
6. Acreage: 1.93 ACRES
7. Existing Use of Property: VACANT
8. Proposed use of Property: RESIDENTIAL - MOBILE HOME
9. Total Number of Lots 3

PLEASE NOTE: All subdivisions, whether minor or major, require a pre-application conference with the Land Development Regulation Administrator prior to submittal of an application for subdivision.

B. APPLICANT INFORMATION

1. Applicant Status Owner (title holder) Agent
2. Name of Applicant(s): CAROL CHADWICK, PE Title: CIVIL ENGINEER
 Company name (if applicable): _____
 Mailing Address: 1208 SW FAIRFAX GLEN
 City: LAKE CITY State: FL Zip: 32025
 Telephone: () 307.680.1772 Fax: () Email: ccpewyo@gmail.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.

3. If the applicant is agent for the property owner*.
 Property Owner Name (title holder): 2911 PROPERTIES LLC
 Mailing Address: 312 SW PILOTS WAY
 City: LAKE CITY State: FL Zip: 32024
 Telephone: () 386.867.2283 Fax: () Email: janderson2283@gmail.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.

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

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?
If yes, list the names of all parties involved: N.A.
If yes, is the contract/option contingent or absolute: Contingent Absolute
2. Has a previous application been made on all or part of the subject property:
Future Land Use Map Amendment: Yes _____ No _____
Future Land Use Map Amendment Application No. CPA _____
Site Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z _____
Variance: Yes _____ No _____
Variance Application No. V _____
Special Exception: Yes _____ No _____
Special Exception Application No. SE _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

FOR FINAL PLATS:

1. Final Plats containing the following information: *(Note: The final plat shall be drawn clearly and legibly in ink at a scale of at least one inch equals 200 feet using a sheet size of 18 inches by 24 inches. Each sheet shall be drawn with a marginal line completely around the sheet and placed so as to leave a three-inch binding margin on the left side and a one-half-inch margin on the other three sides. If more than one sheet is required, an index map relating each sheet to the entire subdivision shall be shown on the first sheet. Ten (10) sets of the final plat and necessary supporting material shall be submitted in accordance with the procedure outlined in section 5.18 of the land development regulations.)*
 - a. Name of subdivision shall be shown in bold legible letters, as stated in F.S. chapter 177, as amended. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - b. Name and address of subdivider.
 - c. North arrow, graphic scale, and date of plat drawing.
 - d. Vicinity map showing location with respect to existing streets, landmarks, etc., and total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one inch to 2,000 feet. U.S. Geological Survey Maps may be used as a reference guide for the vicinity map.

- e. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
- f. Legal description of the tract.
- g. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency. Where no flood elevation is determined the area shall be determined by subdivider's engineer.
- h. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments (not less than three) shall be accurately described on the plat.
- i. Municipal and county lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
- j. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
- k. Location, dimensions, and purposes of any land reserved or dedicated for public use.
- l. Exact locations, width, and names of all streets within and immediately adjoining the new subdivision.
- m. Street right-of-way lines shall show bearing distance along centerline of roads, radii, and arc length.
- n. Lot lines shall be shown with dimensions to the nearest one-hundredth foot and bearings.
- o. Lots shall be numbered in numerical order and blocks lettered alphabetically.
- p. Accurate location and description of monuments and markers.
- q. Covenants and restrictions.
- r. The date the board of county commissioners approved the preliminary plat.
- s. Certificate of Surveyor
- t. Certificate of the Subdivider's Engineer.
- u. Certificate of Approval by the Attorney for the County.
- v. Certificate of Approval by the Board of County Commissioners.
- w. Dedication. *A dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgage's interest to the dedication of public right-of-way.*

- x. Certificate of payment of taxes. *Certification that all payable taxes have been paid and all tax sales against the land redeemed.*
 - y. Certificate of title and encumbrances. *Title certification as required by F.S. chapter 177, as amended.*
2. Fire Department Access and Water Supply Plan: The Fire Department Access and Water Supply Plan must demonstrate compliance with Chapter 18 of the Florida Fire Prevention Code, be located on a separate signed and sealed plan sheet, and must be prepared by a professional fire engineer licensed in the State of Florida. The Fire Department Access and Water Supply Plan must contain fire flow calculations in accordance with the Guide for Determination of Required Fire Flow, latest edition, as published by the Insurance Service Office ("ISO") and/or Chapter 18, Section 18.4 of the Florida Fire Prevention Code, whichever is greater. **Note: Not required for minor replats.**
 3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities. For commercial and industrial developments, an analysis of the impacts to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts are required. **Note: Not required for minor replats unless the replat is creating additional lots.**
 4. Comprehensive Plan Consistency Analysis: An analysis of the application's consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies).
 5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
 6. Proof of Ownership (i.e. deed).
 7. Agent Authorization Form (signed and notarized).
 8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
 9. Fee. \$1,000.00 - No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

For submittal requirements, please see the Columbia County Building and Zoning Development Application Submittal Guidelines.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

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.

Applicant/Agent Name (Type or Print)

Date

Applicant/Agent Signature



Digitally signed by
Carol Chadwick
DN: c=US,
o=Florida,
dnQualifier=A014
10D0000018D463
B4E7500032FEE,
cn=Carol
Chadwick
Date: 2024.02.08
20:43:52 -05'00'

CAROL CHADWICK, P.E.

Civil Engineer

1208 SW Fairfax Glen

Lake City, FL 32025

307.680.1772

ccpewyo@gmail.com

www.carolchadwickpe.com

February 8, 2024

re: Turner Estates Fire Flow Report

ISO: $NFF = (C) (O) [1 + (X + P)] = 1200 * 0.85 [1 + (0 + 0)] = 1020 \rightarrow 1000 \text{ gpm}$

Where:

NFF = Needed Fire Flow

(C) = Construction factor, including effective area: C = 1000

(O) = Occupancy factor: C-2 = 0.85

(X + P) = Exposures and communication (openings) factor: 0

$C = 18F\sqrt{A} = 18 * 1.5 * \sqrt{1800} = 1145 \rightarrow 1200$

Where:

F = the coefficient related to the construction type = 1.5

A = the effective building area (assumed) = 1800 sf

NFPA: required flow 1500 gpm

Per the attached Water Flow Report dated 05/17/22, the water flow is 1455 gpm at 20 psi.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Digitally signed by Carol Chadwick
DN: c=US, o=Florida, dnQualifier=A01410
D0000018D463B4E7
500032FEE, cn=Carol Chadwick
Date: 2024.02.08
20:41:41 -05'00'

Carol Chadwick, P.E.

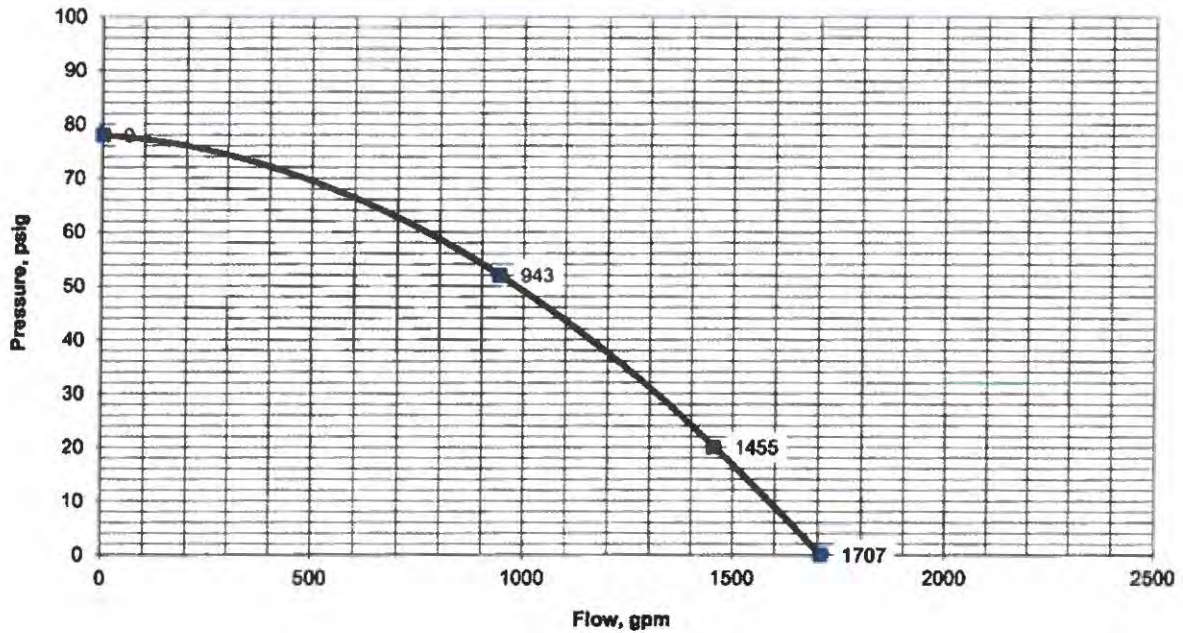
This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
CC Job #FL23468

City of Lake City Water flow report

HYDRANT # & LOCATION: C/O NW Amanda Way & NW Turner Ave DATE: 10/5/2023
 TEST BY: Al/Daniel Day: Thursday Time: 15:05 Minutes: 2
 WATER SUPPLIED BY: Municipal
 PURPOSE OF TEST: request

DATA

FLOW HYDRANT(S)	A1	A2	A3
SIZE OPENING:	<u>2.5</u>	<u>2.5</u>	<u>2.5</u>
COEFFICIENT:	<u>0.8</u>	<u> </u>	<u> </u>
PITOT READING:	<u>40</u>	<u> </u>	<u> </u>
GPM:	<u>943</u>	<u>0</u>	<u>0</u>
TOTAL FLOW DURING TEST:	<u>943</u> GPM		
STATIC READING:	<u>78</u> PSI	RESIDUAL:	<u>52</u> PSI
RESULTS: AT 20 PSI RESIDUAL	<u>1455</u> GPM		AT 0 PSI
ESTIMATED CONSUMPTION:	<u>1887</u> GAL.		
REMARKS:			



CAROL CHADWICK, P.E.

Civil Engineer

1208 S.W. Fairfax Glen

Lake City, FL 32025

307.680.1772

ccpeuyo@gmail.com

www.carolchadwickpe.com

February 8, 2024

re: Turner Estates Concurrency Impact Analysis

The site is located in an area currently use for single family mobile homes. The sites will be serviced by private septic systems and public water. Calculations were based on 4 bedroom homes.

Criteria for analyses:

- Trip generation was calculated per the ITE Trip Generation Manual, 9th edition, ITE code 210
- Potable Water Analysis per Chapter 64E-6.008 Florida Administrative Code, Table 1
- Sanitary Sewer Analysis Chapter 64E-6.008 Florida Administrative Code, Table 1
- Environmental Engineering: A Design Approach, Sincero and Sincero, 1996

Summary of analyses:

- Trip generation: 6.76 ADT & 8.99 Peak PM trips
- Potable Water: 4800 gallons per day
- Potable Water: 4800 gallons per day
- Solid Waste: 5.48 tons per year

See attached Concurrency Worksheet.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Digitally signed by
Carol Chadwick
DN: c=US,
o=Florida,
dnQualifier=A0141
0D0000018D463B4
E7500032FEE,
cn=Carol Chadwick
Date: 2024.02.08
20:41:26 -05'00'

Carol Chadwick, P.E.

This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CC Job #FL23468

**REVISED CONCURRENCY
WORKSHEET**

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Acres*	Total ADT	Total PM Peak
210	Single Family Homes	2.06	2.74	3.28	6.76	8.99

*Per acre

Potable Water Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Single Family Homes	400.00	12.00	4800.00

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Single Family Homes	400.00	12.00	4800.00

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	Tons Per Dwelling Unit**	Households	Total (Tons Per Year)
Single Family Homes	1.83	3.00	5.48

**0.73 tons per person per year x 2.5 person per household = 1.825 tons per dwelling unit

CAROL CHADWICK, P.E.

Civil Engineer

1208 S.W. Fairfax Glen

Lake City, FL 32025

307.680.1772

ccpewyo@gmail.com

www.carolchadwickpe.com

February 8, 2024

re: Turner Estates Comprehensive Plan Consistency Analysis

Turner Estates is consistent with Columbia County's Comprehensive Plan.

Future Land Use Element

GOAL 1 - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

- Objective 1.1 The county shall continue to direct future population growth and associated urban development to urban development areas as established within this comprehensive plan.

Consistency: The site is located in an existing residential area with adjacent mobile homes.

- Policy 1.1.1 The county shall limit the location of higher density residential and high intensity commercial and industrial uses to areas adjacent to arterial or collector roads where public facilities are available to support such higher density or intensity. In addition, the county shall enable private subregional centralized potable water and sanitary sewer systems to connect to public regional facilities, in accordance with the objective and policies for the urban and rural areas within this future land use element of the comprehensive plan.

Consistency: The 3 proposed lots meet the requirement for area and width for proposed plat. The lots will utilize private septic systems and City of Lake City water.

- Policy 1.1.2 The county's future land use plan map shall allocate amounts and mixes of land uses for residential, commercial, industrial, public and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. Urban land uses shall be herein defined as residential, commercial and industrial land use categories.

Consistency: The site is located in an existing residential area.

- Policy 1.1.3 The county's future land use plan map shall base the designation of residential, commercial and industrial lands depicted on the future land use plan map upon acreage which can be reasonable expected to develop by the year 2025.

Consistency: The subdivision of the land will be complete prior to 2025.

- Policy 1.1.4 The county shall continue to maintain standards for the coordination and siting of

proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Consistency: The proposed use of the subject property is consistent with other residential uses in the area and will not have any adverse environmental impacts on the existing land uses.

- Policy I.1.5 The county shall continue to regulate and govern future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within an area which is or will be served by public facilities and services.

Consistency: The site is located in an existing residential area.

- Policy I.1.6 The county's land development regulations shall be based on and be consistent with the following land use classifications and corresponding standards for densities and intensities within the designated urban development areas of the county. For the purpose of this policy and comprehensive plan, the phrase "other similar uses compatible with" shall mean land uses that can co-exist in relative proximity to other uses in a stable fashion over time such that no other uses within the same land use classification are negatively impacted directly or indirectly by the use.

Consistency: The proposed lots are compatible with the adjacent residential lots.

Please contact me at 307.680.1772 if you have any questions.

Respectfully,



Carol Chadwick, P.E.

This item has been digitally signed and sealed by Carol Chadwick, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
CC Job #FL23468

Columbia County Property Appraiser

Jeff Hampton

2024 Working Values
updated: 2/6/2024

Parcel: << 27-3S-16-02324-000 (8890) >>

Aerial Viewer Pictometry Google Maps

2023 2022 2019 2016 2013 Sales

Owner & Property Info

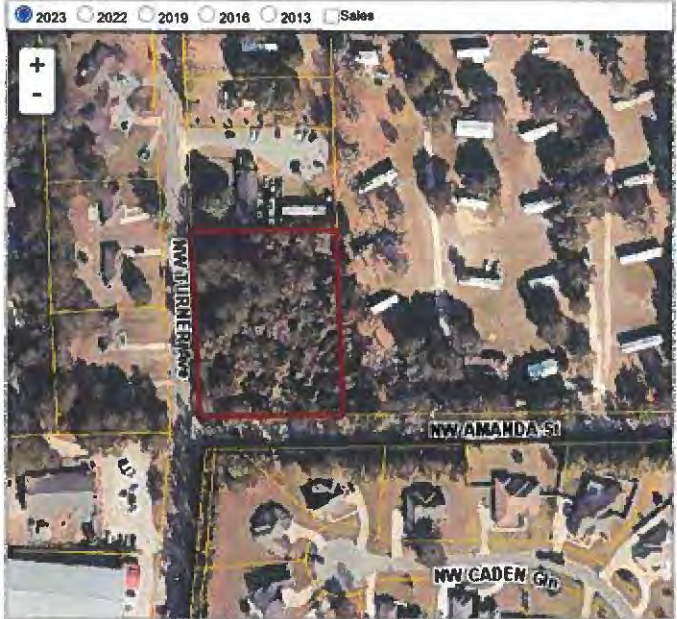
Result: 1 of 0

Owner	2911 PROPERTIES LLC 312 SW PILOTS WAY LAKE CITY, FL 32024		
Site	863 NW AMANDA ST, LAKE CITY		
Description*	COMM SW COR OF SW1/4 OF SW1/4, RUN N 680.49 FT, E 258.29 FT, 660.46 FT, W 263.84 FT TO POB EX N 169.4 FT DESC ORB 674-381 & EX S 166.66 FT OF N 336.06 FT DESC ORB 679-741, 174-336, WD 1399-1039, WD 1500-2779, WD 1501-2369,		
Area	1.93 AC	S/T/R	27-3S-16
Use Code**	VACANT (0000)	Tax District 2	

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2023 Certified Values		2024 Working Values	
Mkt Land	\$22,195	Mkt Land	\$28,854
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$14,000	XFOB	\$14,000
Just	\$36,195	Just	\$42,854
Class	\$0	Class	\$0
Appraised	\$36,195	Appraised	\$42,854
SOH Cap [?]	\$4,630	SOH Cap [?]	\$0
Assessed	\$36,195	Assessed	\$42,854
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$31,565 city:\$0 other:\$0 school:\$36,195	Total Taxable	county:\$42,854 city:\$0 other:\$0 school:\$42,854



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
10/26/2023	\$90,000	1501/2369	WD	I	Q	01
10/13/2023	\$45,000	1500/2779	WD	I	U	37
11/5/2018	\$100	1399/1039	WD	V	U	30
11/16/1964	\$1,272	0174/0336	WD	V	Q	01

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
9945	Wall/Sept		\$14,000.00	2.00	0 x 0

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	VAC RES (MKT)	1.930 AC	1.0000/1.0000 1.0000/1.3000000 /	\$14,950 /AC	\$28,854

Search Result: 1 of 0

Prepared by and return to:
Michael H. Harrell
Abstract Trust Title, LLC.
283 Northwest Cole Terrace
Lake City, FL 32055
4-12554

Inst: 202312020421 Date: 10/31/2023 Time: 12:29PM
Page 1 of 4 B: 1501 P: 2369, James M Swisher Jr, Clerk of Court
Columbia, County, By: VC
Deputy Clerk Doc Stamp-Deed: 630.00

Warranty Deed

This Warranty Deed is executed this 26th of October, 2023, by Brandon Stalvey as to a One-Third (1/3) interest, and Lake City Property Developers LLC, a Florida Limited Liability Company, as to Two-Thirds (2/3) interest, whose address is 291 Northwest Main Boulevard, Lake City, FL 32055, hereinafter called the grantor, to 2911 Properties, LLC, a Florida Limited Liability Company, whose address is: 312 SW Pilots Way, Lake City, FL 32024, hereinafter called the grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

Witnesseth, that said Grantor, for and in consideration of the sum of *TEN DOLLARS (\$10.00)* and other good and valuable considerations to said Grantor, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee heirs and assigns forever, the following described land situated, lying and being in Columbia County, Florida, to-wit.

See Exhibit "A" attached hereto and by this reference made a part hereof.

Grantor warrants that the property described herein is not now, nor has it ever been, nor contiguous to the homestead of Brandon Stalvey.

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

Subject To taxes for the current tax year and subsequent years, not yet due and payable; covenants, restrictions, reservations, and limitations of record, if any.

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

And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lisa Hicks

Witness

Lisa Hicks
Print Name

Kristi L. Ditter

Witness

Kristi L. Ditter
Print Name

Lake City Property Developers LLC, a Florida
Limited Liability Company

By: Daniel Crapps
Daniel Crapps, Manager

By: Gary Towns
Gary Towns, Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ()
online notarization this 26th day of October, 2023, by Daniel Crapps and Gary Towns,
Managers of Lake City Property Developers LLC, a Florida Limited Liability Company

Vera Lisa Hicks

Signature of Notary Public

Print, Type/Stamp Name of Notary



Personally Known: OR Produced Identification: _____

Type of Identification

Produced: _____

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lisa Hicks

Witness

Brandon Stalvey
Brandon Stalvey

Lisa Hicks

Print Name

Kristi L. Ditter

Witness

Kristi L. Ditter

Print Name

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 26th day of October, 2023, by Brandon Stalvey.

Vera Lisa Hicks

Signature of Notary Public

Print, Type/Stamp Name of Notary



Personally Known: OR Produced Identification:
Type of Identification
Produced: _____

Exhibit "A"

BEGIN at the Southwest corner of Section 27, Township 3 South, Range 16 East, Columbia County, Florida, and run North 1 degree 16 minutes 14 seconds West 660.49 feet; thence North 89 degrees 50 minutes 39 seconds East 258.29 feet; thence South 1 degree 45 minutes 02 seconds East 660.46 feet to the South line of said Section 27; thence South 89 degrees 50 minutes West 263.84 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that portion lying within the right of way of NW Amanda Street and NW Turner Avenue.

LESS AND EXCEPT The North 169.4 feet of the following described parcel: BEGIN at the Southwest corner of Section 27, Township 3 South, Range 16 East, Columbia County, Florida, and run North 1°16'14" W, 660.49 feet; thence North 89°50'39" East, 258.29 feet; thence South 1°45'02" East, 660.46 feet to the South line of said Section 27; thence South 89°50' West, 263.84 feet to the POINT OF BEGINNING.

LESS AND EXCEPT The South 166.66 feet of the North 336.06 feet of the following described parcel: BEGIN at the Southwest Corner of Section 27, Township 3 South, Range 16 East, Columbia County, Florida, and run North 1°16'14" West, 660.49 feet; thence North 89°50'39" East, 258.29 feet; thence South 1°45'02" East, 660.46 feet to the South line of said Section 27; thence South 89°50' West, 263.84 feet to the POINT OF BEGINNING.

The above described lands being more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 3 South, Range 16 East, Columbia County, Florida, and run North 89°50'00" East along the South line of Section 27 a distance of 264.04 feet; thence North 01°41'48" West a distance of 26.71 feet to the Point of Beginning; thence South 89°49'43" West along the North Right-of-Way line of NW Amanda Street a distance of 238.84 feet to a point on the East Right-of-Way line of NW Turner Avenue; thence North 01°16'14" West along said East Right-of-Way line of NW Turner Avenue a distance of 299.15 feet to the Southwest corner of a parcel of land recorded in Official Records Book 679, Page 741 of the Public Records of Columbia County, Florida; thence South 89°49'36" East along the South line of said parcel of land recorded in Official Records Book 679, Page 741 of the Public Records of Columbia County, Florida a distance of 236.66 feet to the Southeast corner of said parcel of land recorded in Official Records Book 679, Page 741 of the Public Records of Columbia County, Florida; thence South 01°41'48" East a distance of 297.78 feet to the Point of Beginning.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
2911 PROPERTIES LLC

Filing Information

Document Number L23000482487
FEI/EIN Number NONE
Date Filed 10/20/2023
Effective Date 10/20/2023
State FL
Status ACTIVE

Principal Address

212 SW COTTAGE GLEN
LAKE CITY, FL 32024

Mailing Address

212 SW COTTAGE GLEN
LAKE CITY, FL 32024

Registered Agent Name & Address

WILLIAMS, GUY N
971 W DUVAL STREET, STE. 183
LAKE CITY, FL 32055

Authorized Person(s) Detail

Name & Address

Title MGR

MORRELL, DAVID
212 SW COTTAGE GLEN
LAKE CITY, FL 32024 UN

Title MGR

ANDERSON, JOSH
312 SW PILOTS WAY
LAKE CITY, FL 32024

Annual Reports

No Annual Reports Filed

Document Images

[10/20/2023 - Florida Limited Liability](#) [View image in PDF format](#)

APPLICATION AGENT AUTHORIZATION FORM

TO: Columbia County Zoning Department
135 NE Hernando Avenue
Lake City, FL 32055

Authority to Act as Agent

On my/our behalf, I appoint Carol Chadwick, PE
(Name of Person to Act as my Agent)

for n.a.
(Company Name for the Agent, if applicable)

to act as my/our agent in the preparation and submittal of this application
for Minor Subdivision Application
(Type of Application)

I acknowledge that all responsibility for complying with the terms and conditions for approval of this application, still resides with me as the Applicant/Owner.

Applicant/Owner's Name: JOSH ANDERSON

Applicant/Owner's Title: MANAGER

On Behalf of: 2911 PROPERTIES LLC
(Company Name, if applicable)

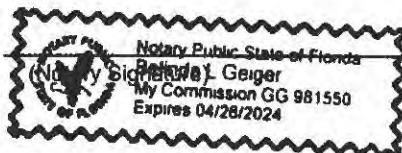
Telephone: 386-867-2283 Date: 11-20-23

Applicant/Owner's Signature: [Signature]

Print Name: JOSH ANDERSON

STATE OF FLORIDA
COUNTY OF SUWANNEE

The Foregoing instrument was acknowledged before me this 20th day of November, 20 23, by Belinda Geiger,
whom is personally known by me OR produced identification .
Type of Identification Produced License



(SEAL)

Columbia County Tax Collector

generated on 2/8/2024 7:52:05 PM EST

Last Update: 2/8/2024 7:50:59 PM EST

[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
R02324-000	REAL ESTATE	2023
Mailing Address POPE FAMILY TRUST 331 SW DEPUTY J DAVIS LN LAKE CITY FL 32024	Property Address 863 AMANDA LAKE CITY	
	GEO Number 273S16-02324-000	
Exempt Amount See Below	Taxable Value See Below	
Exemption Detail NO EXEMPTIONS	Millage Code 002	Escrow Code N
Legal Description (click for full description) 27-3S-16 0000/00001.93 Acres COMM SW COR OF SW1/4 OF SW1/4, RUN N 660.49 FT, E 258.29 FT, 660.46 FT, W 263.84 FT TO POB EX N 169.4 FT DESC ORB 674-361 & EX S 166.66 FT OF N 336.06 FT DESC ORB 679-741. 174-336, WD 1399-1039,		

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	7.8150	31,565	0	\$31,565	\$246.68
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	36,195	0	\$36,195	\$27.08
LOCAL	3.2170	36,195	0	\$36,195	\$116.44
CAPITAL OUTLAY	1.5000	36,195	0	\$36,195	\$54.29
SUWANNEE RIVER WATER MGT DIST	0.3113	31,565	0	\$31,565	\$9.83
LAKE SHORE HOSPITAL AUTHORITY	0.0001	31,565	0	\$31,565	\$0.00
Total Millage	13.5914		Total Taxes		\$454.32

Non-Ad Valorem Assessments

Code	Levyng Authority	Amount
FFIR	FIRE ASSESSMENTS	\$3.19

Total Assessments	\$3.19
Taxes & Assessments	\$457.51
If Paid By	Amount Due
11/30/2023	\$439.21
12/31/2023	\$439.21
1/31/2024	\$448.36
2/29/2024	\$452.93
3/31/2024	\$457.51

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

[Click Here To Pay Now](#)

PARCEL NO: 27-3S-16-02324-000

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN NORTH $89^{\circ}55'00''$ EAST ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 264.04 FEET; THENCE NORTH $01^{\circ}41'48''$ WEST A DISTANCE OF 26.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}49'43''$ WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF NW AMANDA STREET A DISTANCE OF 238.84 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NW TURNER AVENUE; THENCE NORTH $01^{\circ}16'14''$ WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF NW TURNER AVENUE A DISTANCE OF 299.15 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 679, PAGE 741 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}49'36''$ EAST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 679, PAGE 741 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; A DISTANCE OF 236.66 FEET TO THE SOUTHEAST CORNER OF SAID LAND RECORDED IN OFFICIAL RECORDS BOOK 679, PAGE 741 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}41'48''$ EAST A DISTANCE OF 297.78 FEET TO THE POINT OF BEGINNING.



Building and Zoning Department

Subdivision Application

Invoice

64318

Applicant Information

Carol Chadwick
863 NW AMANDA ST, LAKE CITY

Invoice Date

03/04/2024

Permit

SD240202

Amount Due

\$1,000.00

Job Location

Parcel: 27-3S-16-02324-000
Owner: 2911 PROPERTIES LLC,
Address: 863 NW AMANDA ST, LAKE CITY

Contractor Information

Invoice History

<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/23/2024	Fee: An application for Subdivision Plat Approval Minor Subdivision	\$1000.00
Amount Due:		\$1000.00

Contact Us

Phone:
(386) 758-1008

Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 4:30 P.M.

Email:
bldginfo@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning Ste. B-21
135 NE Hernando Ave.
Lake City, FL 32055

[Credit card payments can be made online here \(fees apply\)](#)

Fee balances are not immediately updated using online Credit Card. If you have paid permit fees using the online application site or by another method such as check or cash, please allow time for your payment to be processed.

Inspection Office Hours

Monday - Friday
From 8:00 AM to 10:00 AM
and
From 1:30 PM to 3:00 PM

Inspection Requests

Online: (Preferred Method) www.columbiacountyfla.com/InspectionRequest.asp Voice Mail: 386-719-2023 or Phone: 386-758-1008

All Driveway Inspections: 386-758-1019 Septic Release Inspections: 386-758-1058

Regular Inspection Schedules

All areas North of County Road 242
From 10:00 AM to Noon

All areas South of County Road 242
From 3:00 PM to 5:00 PM

IMPORTANT NOTICE:

Any inspection requested after 4:30 pm, no matter the method, will be received the next business day and will be scheduled by the earliest time slot.

All inspections require 24 hours notice.
Emergencies will be inspected as soon as possible.

William Goodin

From: William Goodin
Sent: Friday, February 23, 2024 12:30 PM
To: Chad Williams; Troy Crews; Jeff Crawford
Cc: Karen Aiken-Smoot
Subject: minor site plan review
Attachments: Site Plan 20240222 153649.pdf

Please review attached site plan and comment.

Louie Goodin
Columbia County Planner
386.754.7119

*Robb
Turner minor s/d*



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: 3/28/2024 Meeting Date: 4/4/2024

Department: Commissioner District 3

1. Nature and purpose of agenda item:

Florida Crown Career Source plans to hold a meeting between April 1 and April 4. Commissioner Hollingsworth wishes to update the Board of County Commissioners on this rapidly evolving issue.

2. Recommended Motion/Action:

For 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: 3/27/2024 Meeting Date: 4/4/2024

Department: Purchasing

1. Nature and purpose of agenda item:

The Board authorized contract negotiations with Kimley Horn 3/07/2024 for Transportation Consulting

2. Recommended Motion/Action:

Approve and execute contract with Kimley Horn

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 302-5429-541.30-31

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: March 26, 2024
TO: Board of County Commissioners
FROM: Erica Jones, Purchasing Officer
RE: Agenda item for April 4, 2024
RFQ 2024-B Transportation Consulting

The United States Department of Transportation (USDOT) published a Notice of Funding Opportunity (NOFO) in May 2022 for the Safe Streets and Roads for All (SS4A) discretionary grant program. The program requires the County to contract for Transportation Consulting to develop a Safety Action Plan improving roadway safety.

RFQ 2043-B was issued on 12/13/2023. Three (3) responses were timely received:

- North Florida Professional Services
- Kimley Horn
- EXP, Inc.

The Evaluation Committee consisted of Chad Williams, Staz Guntek, and Joseph Crackel to evaluate the responses. On March 7th, the Board authorized staff to negotiate with the highest ranked firm, **Kimley Horn**. Staff is recommending the Board to approve the negotiated contract.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

March 14, 2024

Mr. Chad Williams, County Engineer
Columbia County
607 NW Quinten St.
Lake City, FL 32055

Re: ***Professional Services for Agreement; Comprehensive Safety Action Plan
Columbia County, Florida***

Dear Mr. Williams:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Letter Agreement (the “Agreement”) to Columbia County, Florida (“County”) for providing professional transportation consulting services for a Comprehensive Safety Action Plan (“the Project”) in Columbia County, Florida.

Project Understanding

The United States Department of Transportation (USDOT) published a Notice of Funding Opportunity (NOFO) in May 2022 for the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development. Columbia County was awarded a SS4A grant in the amount of \$280,000 by USDOT (to be matched with \$70,000 in local funds) in order to develop a Comprehensive Safety Action Plan.

Columbia County advertised Request for Qualifications (RFQ) 2023-B on December 13, 2023 to develop a Comprehensive Safety Action Plan implementing the eight tasks identified in the NOFO to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in Columbia County. Kimley-Horn was the highest ranked firm that responded to RFQ 2023-B, and the County Commission voted on March 7, 2024 to authorize staff to negotiate a contract with Kimley-Horn to prepare the CSAP.

Scope of Services

The SS4A Grant NOFO outlines the components of a comprehensive safety action plan (“Action Plan”) aimed at preventing roadway fatalities and serious injuries in a locality. Each of Tasks 1 through 8, below, begins with the description (signified by *italics*) provided by USDOT for the eight major components of the Action Plan.

Task 1 – Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance, or other) by a high-ranking official and/or governing body (e.g., Mayor, Board of County Commissioners, Tribal Council, MPO Policy Board, or other.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

- (1) the target date for achieving zero roadway fatalities and serious injuries, OR*
- (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.*

As part of this task, Kimley-Horn will undertake the following:

- A. Coordinate with County staff to formalize the goals and objectives of the Action Plan, with a focus on promoting safe, equitable, and cost-effective tools to help strengthen the County's approach to roadway safety.
- B. Draft a Resolution that can be adopted by the Board of County Commissioners publicly committing to a long-term safety goal of eliminating fatal and serious injury crashes and setting timeline targets.

Task 2 – Planning Structure (and Task Force Coordination)

A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.

As part of this task, Kimley-Horn will undertake the following:

- A. Identify a team of key stakeholders in the community to form an Action Plan task force, ensuring that some representatives are selected from low-income and otherwise underserved communities within the County.
- B. Meet with the Action Plan task force at the outset of the Action Plan development to outline the goals and objectives of the Action Plan and the role of the task force in providing oversight for the development, implementation, and monitoring of the Action Plan.
- C. Establish policies and procedures to guide the Action Plan task force oversight activities.
- D. Meet with the Action Plan task force up to three times during the development of the Action Plan to provide preliminary analysis results, obtain input from task force representatives, and build consensus on the direction of the Action Plan.
- E. Meet with the Action Plan task force upon completion of the Action Plan document to summarize the results and outline the role of the task force in overseeing implementation and monitoring of the Action Plan.

Task 3 – Safety Analysis

Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, and others.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, and others.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High-Injury Network or equivalent).

As part of this task, Kimley-Horn will undertake the following:

- A. Obtain crash information from the latest five years of available data from Signal Four Analytics.

- B. Review and categorize the crash reports according to crash severity, crash location, crash type, contributing factors, driver characteristics, and other notable characteristics identified during the review of the crashes.
- C. Create map(s) illustrating the locations of fatal crashes and map(s) illustrating the locations of serious injury crashes that were reported during the five-year analysis period.
- D. Create tables and/or graphics summarizing other trends in the fatal and serious injury crash history.
- E. Review the geographical distribution of crashes as it compares to the areas within the County identified as underserved communities and identify systemic safety concerns associated specifically with those areas.

Task 4 – Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.

As part of this task, Kimley-Horn will undertake the following:

- A. Identify public sector and private sector stakeholders that are representative of the community, with the intent to include that underserved communities and advocates for multimodal road users in outreach efforts. Directed outreach to the stakeholders identified in this Task will be undertaken to encourage participation in community workshops.
- B. Partner with the County to host up to two community workshops in the County to provide opportunities for citizens, stakeholders, and community organizations to share concerns about existing safety issues and offer feedback on the proposed strategies and goals of the Action Plan. Kimley-Horn will prepare a brief presentation that will summarize the Action Plan goals and objectives, display crash maps and graphics prepared in Task 3, and discuss the role of the Action Plan for Columbia County. This scope of services assumes that the County will coordinate the location of these meetings, be responsible for reservation fees, and publish necessary public noticing along with payment of advertisement fees.
- C. In addition to the community workshops, Kimley-Horn will attend up to three community events and provide exhibits and information about the project to provide additional opportunity for public input in the development of the Action Plan.
- D. Create an online portal for the Action Plan. The online portal will include the goals and objectives of the Action Plan, a project schedule including dates and locations for the community workshops, a map illustrating the crash history reviewed in Task 3, and an interactive feature for citizens to provide input specific to locations of safety concern within the County.
- E. Coordinate with overlapping jurisdictions, including the City of Lake City, the Town of Fort White, and the Florida Department of Transportation (FDOT) District Two to strive for consistency between plans, programs, and projects identified in the Action Plan and other planning documents and planned infrastructure improvements in the area.

Task 5 – Equity Considerations

Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

As part of this task, Kimley-Horn will undertake the following:

- A. Utilize the most recent American Community Survey (ACS), Justice 40 resources, and other federally published equity data to identify census tracts representing underserved communities within the County.
- B. Direct outreach for the Action Plan task force and for general public engagement opportunities to residents and citizen groups representing these underserved communities to increase engagement and solicit input in development and implementation of the Action Plan.
- C. Assess the distribution of fatal and serious injury crash locations as they relate to the census tracts identified and identify trends in the crash data specific to these locations.
- D. Identify evidence-based safety strategies specifically relevant to these underserved communities within the broader catalogue of policy, process, and project recommendations identified in the Action Plan.

Task 6 – Policy and Process Changes

Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

As part of this task, Kimley-Horn will undertake the following:

- A. Review current policies, plans, guidelines, and manuals published by Columbia County and the local municipalities (as applicable) to identify existing processes and standards that directly or indirectly impact the safety conditions of the roadway network within the County.
- B. Review best practices and guidance from the Federal Highway Administration and USDOT for policy recommendations to promote safety in local policies, plans, guidelines, and manuals.
- C. Recommend systemic improvements to existing policies, plans, guidelines, and manuals to prioritize transportation safety within existing documents published by the County.
- D. Review planned and programmed infrastructure improvements from the County, the local municipalities, and FDOT District Two which could be revised to incorporate evidence-based safety strategies in conjunction with the planned improvements to the roadway network.

Task 7 – Strategy and Project Selections

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

As part of this task, Kimley-Horn will undertake the following:

- A. Analyze the historical crash data to identify specific emphasis areas to guide the determination of crash reduction strategies. Identify countermeasures to address the emphasis areas, with particular focus on emphasis areas that were identified within or by members of underserved communities within the County.
- B. Develop a menu of systemic countermeasures that may be applicable in multiple locations on the County roadway network at varying levels of effectiveness. Countermeasures should be tailored to site-specific conditions to optimize effectiveness.
- C. Analyze the historical crash data to identify up to 20 high-priority segments and 20 high-priority intersections with a history of fatal and severe injury crashes.
- D. Coordinate with the County to assess the high-priority segments and high-priority intersections and select up to 12 locations for further review.
- E. Conduct site reviews at up to 12 high-priority locations to review existing conditions and identify site-specific improvements to enhance safety. A two-page summary will be developed for each location, identifying the fatal and severe crash history at that location, patterns identified in the crash data, and observations noted during the site reviews.
- F. Identify site-specific improvements at up to 12 high-priority locations. Improvements may vary in cost and complexity with some intended for short-term implementation and others requiring further study or additional funding for implementation. Kimley-Horn will evaluate the potential effectiveness of each recommended improvement and note opportunities for funding, as appropriate.
- G. Develop preliminary concept plans for site-specific improvements at up to 12 high-priority locations. Concept plans will be developed to sufficient detail to estimate project costs. Kimley-Horn will utilize the cost estimates to conduct cost-benefit analyses for the recommended improvements to determine which projects would provide the best return on investment for the County.

Kimley-Horn has no control over the cost of labor, materials, equipment, over the methods of determining prices, over competitive bidding, or market conditions. Opinions of probable costs provided in accordance with this Agreement are based on the information known at the time the opinions of cost are developed and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Actual costs for proposals, bids, or actual construction costs will be different.

- H. Develop a master list of countermeasures to help prioritize implementation, assuming that some project elements will be complementary and that applying them to multiple locations at once could lead to cost savings.

Task 8 – Progress and Transparency

Method to measure progress over time after an Action Plan is developed or updated, including outcome data. Means to ensure ongoing transparency is established with residents and other relevant stakeholders. Must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

As part of this task, Kimley-Horn will undertake the following:

- A. Develop a data collection reporting template for the Action Plan task force to monitor progress on the Action Plan, including a summary of costs for eligible projects and strategies carried out using SS4A grant funding, data regarding roadway safety outcomes, and documentation of any additional benefits (e.g., increased walking, biking, or use of transit with a commensurate decrease in crash frequency) yielded from Action Plan recommendations.
- B. Provide aggregated annual crash data on fatal crashes and serious injury crashes within the County for the period of performance for which the SS4A grant is awarded. Kimley-Horn will provide guidance to the County on how to continue aggregation of this data beyond the conclusion of this project in order to meet the requirements of the SS4A Action Plan grant.
- C. As noted in Task 9, Kimley-Horn will submit the final Action Plan in a digital format to the County. The County should post the final plan publicly online to provide accessibility to the community and to meet the requirements of the SS4A grant.

Task 9 – Action Plan Documentation

The Action Plan components outlined in Tasks 1 through 8 will be compiled into a Comprehensive Safety Action Plan for Columbia County. By including all eight components, the Action Plan will be eligible in subsequent rounds of SS4A grant funding for an Implementation Grant that can be directed toward design and construction costs of the recommended safety countermeasures identified in Task 7.

As part of this task, Kimley-Horn will undertake the following:

- A. Prepare a draft Action Plan for review by the County. The draft will include the objectives and goals identified in Task 1 and document the analysis and efforts conducted in Tasks 2 through 7 to pursue those objectives and goals. County staff from the project team as well as staff from the task force and from other municipalities may review and comment on the draft Action Plan.
- B. Address one set of consolidated written comments on the draft Action Plan. Kimley-Horn will coordinate with the County regarding clarifications in the comments before revising the Action Plan to address the comments. A virtual meeting may be conducted to reach consensus with the County and other reviewers, as necessary.
- C. Revise and update the Action Plan to address County comments. Kimley-Horn will submit the final Action Plan in a digital format to the County.

Task 10 – Project Management and Grant Administration

Kimley-Horn will assist the County as they aim to produce the Action Plan in a manner such that it meets or exceeds all of the requirements of the SS4A Action Plan grant.

As part of this task, Kimley-Horn will undertake the following:

- A. Manage project staff, quality control, project schedule, and project accounting. Kimley-Horn will provide monthly progress reports to accompany invoices throughout the duration of the project.
- B. Facilitate monthly one-hour coordination calls to discuss project progress and key milestones. Kimley-Horn will prepare meeting agendas for the monthly meetings at least two business days in advance and providing meeting summaries within two business days after the meetings. Meeting summaries will highlight key action items and the parties responsible for completing the action items, as appropriate.
- C. Administer to the requirements of the SS4A grant, including the preparation of quarterly program performance and quarterly financial status reports using the Standard Forms required by USDOT.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by County

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the County or the County's consultants or representatives. The County shall provide all information requested by Kimley-Horn during the project.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 10 for the total lump sum fee below. Individual task amounts are provided for informational purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task 1 - Leadership Commitment and Goal Setting	\$10,000
Task 2 - Planning Structure (and Task Force Coordination)	\$25,000
Task 3 - Safety Analysis	\$60,000
Task 4 - Engagement and Collaboration	\$40,000
Task 5 - Equity Considerations	\$25,000
Task 6 - Policy and Process Changes	\$30,000
Task 7 - Strategy and Project Selections	\$80,000
Task 8 - Progress and Transparency	\$10,000
Task 9 - Action Plan Documentation	\$45,000
Task 10 - Project Management and Grant Administration	\$25,000
Total	Lump Sum \$350,000.00

All permitting, application, and similar project fees will be paid directly by the County. Should the County request Kimley-Horn to advance any such project fees on the County's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the County.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "County" shall refer to **Columbia County, Florida**.

To expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in a PDF. A paper copy can be provided via USPS mail upon request. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____


To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in a delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Vincent Spahr, P.E.
Project Manager


Chris Towne, P.E.
Associate

Attachments: Standard Provisions

COLUMBIA COUNTY, FLORIDA

(Signature)

(Name)

(Title)

(Date)

(Email)

K:\GVL_MISC\New Business\Public Sector\Columbia County\2024\VES\SS4A\Proposal_Transportation Consulting Services_Columbia County.docx

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any

defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for

isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 20) **PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**



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: 3/27/2024 Meeting Date: 4/4/2024

Department: Purchasing

1. Nature and purpose of agenda item:

Milling existing pavement of approximately 3,961 LF of +/- 20' wide roadways, finishing the milled surface, and placement of new asphalt pavement in two layers, a levelling course (0.75", 82.5 lbs/sy) and a surface course (1.5", 165 lbs/sy)

2. Recommended Motion/Action:

Staff is recommending awarding bid # 2024-02 to Anderson Columbia for the proposed amount of \$461,869.71 and approving the Construction Agreement.

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 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: March 27, 2024
TO: Board of County Commissioners
FROM: Erica Jones, Purchasing Officer
RE: Agenda item for April 04, 2024
2024-02 SW Lockheed, Fennigan, and Confederate

On March 26, 2024 three (3) submittals were received in response to the above referenced bid. Bids were opened and tallied on March 26, 2024; all bids were determined to be qualified meeting all of the required specifications. (Bid Tabulation and Agreement attached)

Staff is recommending the Board to award 2024-02 to **Anderson Columbia Inc.** and to approve the Construction Agreement.

BID TABULATION

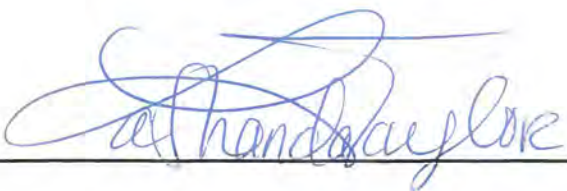
Columbia County Board of County Commissioners

Date: March 26, 2024

Project Bid No: 2024-02

Addendums Issued: 0

<u>Company Name</u>	<u>Bid Amount</u>
1. <u>Anderson Columbia Co. Inc.</u>	<u>\$ 461,869.71</u>
2. <u>Florida Fill & Grading, Inc.</u>	<u>\$ 522,774.00</u>
3. <u>C.A. Boone Construction</u>	<u>\$ 463,300.00</u>
4. _____	<u>\$ _____</u>
5. _____	<u>\$ _____</u>
6. _____	<u>\$ _____</u>

Witnessed by 

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2024-02

SW Lockheed Ln, SW Fennigan Way, SW Confederate 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	\$42,739.85	\$42,739.85
2	Maintenance of Traffic	LS	1	\$34,279.41	\$34,279.41
3	Borrow	CY	80	\$62.29	\$4,983.20
4	Milling Existing Pavement (± 2")	SY	9400	\$3.29	\$30,926.00
5	Levelling, Reworking, Finishing milled surface	SY	9400	\$0.59	\$5,546.00
6	Asphaltic Conc. SP 9.5 - Levelling	TN	400	\$192.15	\$76,860.00
7	Asphaltic Conc. SP 9.5 - Surface	TN	780	\$189.59	\$147,880.20
8	Seed and Mulch	LS	1	\$15,830.23	\$15,830.23
9	Sod - 42"	SY	3100	\$4.75	\$14,725.00
10	Painted Pavement Markings	LS	1	\$47,490.66	\$47,490.66
11	Concrete Pipe, 29"x45"	LF	32	\$314.84	\$10,074.88
12	Concrete Pipe, 19"x30"	LF	40	\$282.84	\$11,313.60
13	MES, 29"x45"	EA	2	\$4,882.59	\$9,765.18
14	MES, 19"x30"	EA	2	\$4,727.75	\$9,455.50

TOTAL: \$461,869.71

Anderson Columbia Co., Inc.

Contractor Name (PRINT): E. Tony Williams Jr., Vice President

Contractor Signature: 



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2024-02

SW Lockheed Ln, SW Fennigan Way, SW Confederate 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	56,000.00	56,000.00
2	Maintenance of Traffic	LS	1	26,000.00	26,000.00
3	Borrow	CY	80	30.00	2,400.00
4	Milling Existing Pavement (± 2")	SY	9400	3.50	32,900.00
5	Levelling, Reworking, Finishing milled surface	SY	9400	1.25	11,750.00
6	Asphaltic Conc. SP 9.5 - Levelling	TN	400	230.00	92,000.00
7	Asphaltic Conc. SP 9.5 - Surface	TN	780	200.00	156,000.00
8	Seed and Mulch	LS	1	3,500.00	3,500.00
9	Sod - 42"	SY	3100	5.00	15,500.00
10	Painted Pavement Markings	LS	1	35,500.00	35,500.00
11	Concrete Pipe, 29"x45"	LF	32	1,562.00	49,984.00
12	Concrete Pipe, 19"x30"	LF	40	631.00	25,240.00
13	MES, 29"x45"	EA	2	5,000.00	10,000.00
14	MES, 19"x30"	EA	2	3,000.00	6,000.00

TOTAL: \$ 522,774.00

Florida Fill + Grading, Inc.
Contractor Name (PRINT): Jeanette Boone, Pres.

Contractor Signature: Jeanette Boone, Pres.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2024-02

SW Lockheed Ln, SW Fennigan Way, SW Confederate 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	24,300.00	24,300.00
2	Maintenance of Traffic	LS	1	18,790.00	18,790.00
3	Borrow	CY	80	20.00.00	1,600.00
4	Milling Existing Pavement (± 2")	SY	9400	4.50	42,300.00
5	Levelling,Reworking,Finishing milled surface	SY	9400	3.00	28,200.00
6	Asphaltic Conc. SP 9.5 - Levelling	TN	400	275.00	110,000.00
7	Asphaltic Conc. SP 9.5 - Surface	TN	780	193.00	150,540.00
8	Seed and Mulch	LS	1	2,000.00	2,000.00
9	Sod - 42"	SY	3100	3.50	10,850.00
10	Painted Pavement Markings	LS	1	28,000.00	28,000.00
11	Concrete Pipe, 29"x45"	LF	32	560.00	17,920.00
12	Concrete Pipe, 19"x30"	LF	40	450.00	18,000.00
13	MES, 29"x45"	EA	2	2,900.00	5,800.00
14	MES, 19"x30"	EA	2	2,500.00	5,000.00

TOTAL: \$463,300.00

Contractor Name (PRINT): C.A. Boone Construction, Inc

Contractor Signature: 



CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529 (the "County"), hereby enters into this Construction Agreement on this 4 day of April, 2024 with Anderson Columbia 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. 2024-02 SW Lockheed, Fennigan, and Confederate (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designee for the Project and the Work, as referenced in this Agreement, shall be

Chad Williams

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: \$461,869.71 (four hundred sixty one thousand eight hundred sixty nine and seventy one cents).

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

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

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- 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 holder's 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 County 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 60 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, shall be based on FDOT Specifications¹ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County 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 the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. 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 County.

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 County 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 the County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the County 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, 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 County 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 County 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 County's return transmittal. The County will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the County does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

C. 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 County, which shall not be requested more than [INSERT TIMES] a month. All updates to the Progress Schedule shall be subject to the County's review and approval. The County'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, 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, 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 County 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 County 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 County 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 County 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 County, 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 County.

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 County 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 County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. 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 the County 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 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 the County 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 County 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 County in evaluating the proposed substitute. The County 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 County, if Contractor submits sufficient information to allow the County 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 County shall be the same as those provided herein for substitute materials and equipment.

E. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County'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 County on a _____ basis a daily log of the Contractor's work in a format approved by the County. 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 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 County, 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 County 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 the County 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 County 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 County, 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 County 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 County 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. County will render a formal decision on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. County's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County 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 the County 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 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 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 County, 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 County in writing that the entire Work (or such designated portion) is substantially complete and request that County issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and County shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County does not consider the Work (or designated portion) substantially complete, County shall notify Contractor in writing giving the reasons therefor. If the County considers the Work (or designated portion) substantially complete, County 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, County 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 County 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, 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 the County 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 County 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 County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County'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 County 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, 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, 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 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 to stop the Work shall not give rise to any duty on the part of the County 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, to correct defective Work or to remove and replace rejected defective Work as required by 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 is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County 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 County 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 County with respect to the Project, when directed to do so by the County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

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

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

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

Corporate Name of Contractor: _____
Address (including city, state and zip): _____

Name of person with their title to whose
Attention the notice should be sent: _____
Telephone and Fax numbers: _____
Email Address: _____

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 ejones@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 above.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL
ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

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

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

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

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

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

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

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

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

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

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

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

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

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

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

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

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be exempted for Workers' 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:

WORKERS' 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: 3/25/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The attached LED Lighting Agreements are correcting the 14 lights that was charged erroneously to the Emerald Lakes Lighting MSBU. The new agreement reflects the correct location of the 14 lights at the SR 41 North Roundabout. The other agreement removes the 14 lights from Emerald Lakes Lighting MSBU billing and moves the bill to the US 41 Roundabout and will be included in the FDOT Street Lighting reimbursement contract. If you have no objection, by copy of this email, I will ask John to include on the next agenda of the Board for consideration of approval.

2. Recommended Motion/Action:

Approve LED Lighting Agreement - FPL

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Pole Description	# Installed	# Removed
Concrete		14

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Transfer out 14 lights, 14 poles & 113-UCNP to new bill account number: 89437-75083, effective 8/24/22..

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0.00
3. These charges may be adjusted subject to review and approval by the FPSC.
4. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
5. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
6. To purchase from FPL all the electric energy used for the operation of the Lighting System.
7. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
8. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
9. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
10. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
11. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

12. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

13. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
14. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

15. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
16. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
17. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
18. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
19. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
20. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
21. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
22. The lighting facilities shall remain the property of FPL in perpetuity.
23. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Columbia County Board of County Commissioners.
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Amber Hudson
(Signature)

Amber Hudson
(Print or type name)

Title: Customer Advisor

Pole Description	# Installed	# Removed
Concrete	14	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Transfer in 14 lights, 14 poles & 113-UCNP from bill account number: 69317-65413, effective 8/24/22.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0.00
3. These charges may be adjusted subject to review and approval by the FPSC.
4. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
5. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
6. To purchase from FPL all the electric energy used for the operation of the Lighting System.
7. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
8. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
9. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
10. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
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IT IS MUTUALLY AGREED THAT:

12. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
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 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

13. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
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15. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
16. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
17. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
18. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
19. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
20. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
21. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
22. The lighting facilities shall remain the property of FPL in perpetuity.
23. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Columbia County Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: Amber W. Hudson
(Signature)

(Print or type name)

Amber Hudson
(Print or type name)

Title: _____

Title: Customer Advisor



**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: 3/28/2024 Meeting Date: 4/4/2024

Department: Purchasing

1. Nature and purpose of agenda item:

Columbia County is seeking qualifications from qualified licensed contractors to provide an annual contract for the trapping and removing of live nuisance wildlife throughout Columbia County. Work locations are for County facilities and County properties only (to include public Right of Way). The nuisance wildlife animals will be alive at the time of trapping.

2. Recommended Motion/Action:

Staff is recommending the Board to authorize negotiations with the highest two ranked firms; Trav's Trapping and TW Trapping Services

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 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: March 27, 2024
TO: Board of County Commissioners
FROM: Erica Jones, Purchasing Officer
RE: Agenda item for April 4, 2024
RFQ 2024-C Nuisance Wildlife Services

Columbia County is seeking qualifications from qualified licensed contractors to provide an annual contract for the trapping and removing of live nuisance wildlife throughout Columbia County. Work locations are for County facilities and County properties only (to include public Right of Way). The nuisance wildlife animals will be alive at the time of trapping.

RFQ 2024-C was issued on 1/17/2024. Three (3) responses were timely received:

- Trav's Trapping
- Loomacres
- TW Trapping Services

The Evaluation Committee consisted of Blake Smith, Pam Davis, and Clint Pittman to evaluate the responses. The Evaluation Team completed individual Evaluation Sheets then the Final Ranking Sheet (see attached).

Based upon the results of the scoring, staff is recommending the Board to approve the **ranking** as follows:

- First --- Trav's Trapping**
- Second --- TW Trapping Services**
- Third --- Loomacres**

Staff further recommends the Board to authorize staff to **negotiate** with the highest two ranked firms. Through negotiations with the two highest-ranked firms, we will be able to validate and verify costs associated with all the required services.

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

P.O. BOX 1529 LAKE CITY, FLORIDA 32056-1529 PHONE (386) 755-4100

**FINAL RANKING
RFQ 2024-C
NUISANCE WILDLIFE SERVICES**

Columbia County, Florida
Board of County Commissioners

COMPANY/FIRM	BLAKE SMITH	PAM DAVIS	CLINT PITTMAN	FINAL RANKING
TRAV'S TRAPPING	1	1	1	1
LOOMACRES	3	3	3	3
TW TRAPPING SERVICES	2	2	2	2

Signature of Rater/Recorder *Erica Jones* Print Name Erica Jones

Date: 3/06/2024

Name of Evaluator: Blake Smith

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>10</u>
3. Ability to Observe	<u>25</u>	<u>10</u>
4. Accomplishments	<u>25</u>	<u>20</u>
5. Approach and Work Plan	<u>30</u>	<u>20</u>
Total	<u>100</u>	<u>70</u>

Name of Consultant Being Scored: Trav's Trapping

Name of Evaluator: Blake Smith

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>10</u>
3. Ability to Observe	<u>25</u>	<u>5</u>
4. Accomplishments	<u>25</u>	<u>8</u>
5. Approach and Work Plan	<u>30</u>	<u>12</u>
Total	<u>100</u>	<u>45</u>

Name of Consultant Being Scored: Loomaces

Name of Evaluator: Blake SmithSCORE SHEET – TO BE USED BY THE SELECTION
COMMITTEE**RFQ 2024-C RATING CRITERIA**

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>10</u>
3. Ability to Observe	<u>25</u>	<u>8</u>
4. Accomplishments	<u>25</u>	<u>12</u>
5. Approach and Work Plan	<u>30</u>	<u>15</u>
Total	<u>100</u>	<u>55</u>

Name of Consultant Being Scored: TW Trapping Services

Name of Evaluator: _____

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>8</u>
3. Ability to Observe	<u>25</u>	<u>24</u>
4. Accomplishments	<u>25</u>	<u>20</u>
5. Approach and Work Plan	<u>30</u>	<u>18</u>
Total	<u>100</u>	<u>80</u>

Name of Consultant Being Scored: Trav's Trapping, LLC

RANKED: 3

Name of Evaluator: Pen Davis

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>7</u>
3. Ability to Observe	<u>25</u>	<u>18</u>
4. Accomplishments	<u>25</u>	<u>21</u>
5. Approach and Work Plan	<u>30</u>	<u>16</u>
Total	<u>100</u>	<u>72</u>

Name of Consultant Being Scored: Loomach's Wildlife Management, Inc

Name of Evaluator: Pam Davis

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>8</u>
3. Ability to Observe	<u>25</u>	<u>24</u>
4. Accomplishments	<u>25</u>	<u>10</u>
5. Approach and Work Plan	<u>30</u>	<u>22</u>
Total	<u>100</u>	<u>74</u>

Name of Consultant Being Scored: TW Trapping Services LLC

Name of Evaluator: Clint Pittman

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>10</u>
3. Ability to Observe <i>LOCAL - knowledgeable</i>	<u>25</u>	<u>20</u>
4. Accomplishments <i>ATTACHED REFERENCES</i>	<u>25</u>	<u>25</u>
5. Approach and Work Plan <i>LOCAL knowledge area</i>	<u>30</u>	<u>20</u>
Total	<u>100</u>	<u>85</u>

Name of Consultant Being Scored: Trav's Trapping LLC

RANKED: 3

Name of Evaluator: Clint Pittman

SCORE SHEET – TO BE USED BY THE SELECTION
COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>8</u>
3. Ability to Observe <i>NO ONE LOCAL</i>	<u>25</u>	<u>5</u>
4. Accomplishments <i>- NOT RELATED</i>	<u>25</u>	<u>10</u>
5. Approach and Work Plan <i>NONE NOTED</i>	<u>30</u>	<u>10</u>
Total	<u>100</u>	<u>43</u>

Name of Consultant Being Scored: Loomacres

RANKED: 2

Name of Evaluator: Clint Pittman

SCORE SHEET – TO BE USED BY THE SELECTION
COMMITTEE

RFQ 2024-C RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Competence	<u>10</u>	<u>10</u>
2. Workload	<u>10</u>	<u>10</u>
3. Ability to Observe <i>LIMITED JOBS NOTED</i>	<u>25</u>	<u>5</u>
4. Accomplishments <i>FEW NOTED</i>	<u>25</u>	<u>10</u>
5. Approach and Work Plan <i>LOCAL</i>	<u>30</u>	<u>15</u>
Total	<u>100</u>	<u>50</u>

Name of Consultant Being Scored: TW Trapping Services



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 3/27/2024 Meeting Date: 4/4/2024

Department: Purchasing

1. Nature and purpose of agenda item:

Columbia County, received and reviewed 4 bids for Ambulance Services.

2. Recommended Motion/Action:

Approve Final Ranking and authorize staff to negotiate with the Highest Two Ranked Proposals.

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 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: March 26, 2024
TO: Board of County Commissioners
FROM: Erica Jones, Purchasing Officer
RE: Agenda item for April 4, 2024
RFP 2024-A Ambulance Services

Columbia County, Florida, Board of County Commissioners is seeking Proposals from interested and qualified individuals or firms to provide Ambulance Services to County Administration and the Board of County Commissioners.

RFP 2024-A was issued on 2/05/2024. Four (4) responses were timely received:

- Columbia EMS Inc.
- AmeriPro EMS
- RG Ambulance Services dba Century Ambulance
- American Medical Response (AMR)

The Evaluation Committee consisted of David Kraus, Kevin Kirby, and Joel Foreman to evaluate the responses. The Evaluation Team completed individual Evaluation Sheets then the Final Ranking Sheet (see attached).

Based upon the results of the scoring, staff is recommending the Board to approve the **ranking** as follows:

- First --- Columbia EMS Inc.**
- Second --- AmeriPro EMS**
- Third --- RG Ambulance Services**
- Fourth --- American Medical Response**

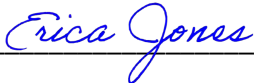
Staff further recommends the Board to authorize staff to **negotiate** with the highest two ranked firms.

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

**FINAL RANKING
RFP 2024-A
Ambulance Services**

Columbia County, Florida
Board of County Commissioners

COMPANY/FIRM	DAVID KRAUS	KEVIN KIRBY	JOEL FOREMAN	FINAL RANKING
COLUMBIA EMS INC.	1	1	1	1
AMERIPRO EMS	2	4	2	2
RG AMBULANCE SERVICES dba CENTURY AMBULANCE	3	2	3	3
AMERICAN MEDICAL RESPONSE	4	3	4	4

Signature of Rater/Recorder  Print Name Erica Jones

Date: 3/26/2024

Name of Evaluator: DAVID KRAUS

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>20</u>
3. Patient Fees	<u>15</u>	<u>15</u>
4. Proposed Fees	<u>15</u>	<u>15</u>
5. Quality of Insurance Networks	<u>15</u>	<u>15</u>
6. References for Similar Projects	<u>10</u>	<u>3</u>
7. Accreditation	<u>5</u>	<u>5</u>
Total	<u>100</u>	<u>93</u>

Name of Consultant Being Scored: Columbia EMS

Name of Evaluator: DAVID KRAUS

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>20</u>
3. Patient Fees	<u>15</u>	<u>10</u>
4. Proposed Fees	<u>15</u>	<u>10</u>
5. Quality of Insurance Networks	<u>15</u>	<u>10</u>
6. References for Similar Projects	<u>10</u>	<u>10</u>
7. Accreditation	<u>5</u>	<u>5</u>
Total	<u>100</u>	<u>85</u>

Name of Consultant Being Scored: Ameri Pro EMS

Name of Evaluator: DAVID KRAUS

**SCORE SHEET – TO BE USED BY THE SELECTION
COMMITTEE**

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>20</u>
3. Patient Fees	<u>15</u>	<u>15</u>
4. Proposed Fees	<u>15</u>	<u>8</u>
5. Quality of Insurance Networks	<u>15</u>	<u>10</u>
6. References for Similar Projects	<u>10</u>	<u>3</u>
7. Accreditation	<u>5</u>	<u>5</u>
Total	<u>100</u>	<u>81</u>

Name of Consultant Being Scored: CENTURY AMBULANCE

Name of Evaluator: DAVID KRAUS

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>15</u>
2. Understanding and Technical Approach	<u>20</u>	<u>15</u>
3. Patient Fees	<u>15</u>	<u>15</u>
4. Proposed Fees	<u>15</u>	<u>8</u>
5. Quality of Insurance Networks	<u>15</u>	<u>5</u>
6. References for Similar Projects	<u>10</u>	<u>3</u>
7. Accreditation	<u>5</u>	<u>5</u>
Total	<u>100</u>	<u>66</u>

Name of Consultant Being Scored: AMR

Name of Evaluator: IGNOU CLARK

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>17</u>
2. Understanding and Technical Approach	<u>20</u>	<u>19</u>
3. Patient Fees	<u>15</u>	<u>15</u>
4. Proposed Fees	<u>15</u>	<u>15</u>
5. Quality of Insurance Networks	<u>15</u>	<u>10</u>
6. References for Similar Projects	<u>10</u>	<u>4</u>
7. Accreditation	<u>5</u>	<u>0</u>
 Total	 <u>100</u>	 <u>80</u>

Name of Consultant Being Scored: Columbia GMS

Name of Evaluator: Kevin Kirby

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>19</u>
3. Patient Fees	<u>15</u>	<u>3</u>
4. Proposed Fees	<u>15</u>	<u>3</u>
5. Quality of Insurance Networks	<u>15</u>	<u>10</u>
6. References for Similar Projects	<u>10</u>	<u>9</u>
7. Accreditation	<u>5</u>	<u>0</u>
Total	<u>100</u>	<u>62</u>

Name of Consultant Being Scored: Ames Pro

Name of Evaluator: Kevin Kirby

SCORE SHEET – TO BE USED BY THE SELECTION
COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>19</u>
2. Understanding and Technical Approach	<u>20</u>	<u>12</u>
3. Patient Fees	<u>15</u>	<u>13</u>
4. Proposed Fees	<u>15</u>	<u>0</u>
5. Quality of Insurance Networks	<u>15</u>	<u>14</u>
6. References for Similar Projects	<u>10</u>	<u>10</u>
7. Accreditation	<u>5</u>	<u>0</u>
 Total	 <u>100</u>	 <u>68</u>

Name of Consultant Being Scored: Century

Name of Evaluator: KEVIN KING

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>19</u>
2. Understanding and Technical Approach	<u>20</u>	<u>10</u>
3. Patient Fees	<u>15</u>	<u>9</u>
4. Proposed Fees	<u>15</u>	<u>4</u>
5. Quality of Insurance Networks	<u>15</u>	<u>10</u>
6. References for Similar Projects	<u>10</u>	<u>8</u>
7. Accreditation	<u>5</u>	<u>5</u>
Total	<u>100</u>	<u>65</u>

Name of Consultant Being Scored: AMR

Name of Evaluator: Joel Foreman

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>18</u>
2. Understanding and Technical Approach	<u>20</u>	<u>18</u>
3. Patient Fees	<u>15</u>	<u>15</u>
4. <u>Proposed Fees</u>	<u>15</u>	<u>15</u>
5. Quality of Insurance Networks	<u>15</u>	<u>8</u>
6. References for Similar Projects	<u>10</u>	<u>3</u>
7. Accreditation	<u>5</u>	<u>0</u>
Total	<u>100</u>	<u>77</u>

Name of Consultant Being Scored: Columbia OMS

Name of Evaluator: Joel Foreman

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>20</u>
3. Patient Fees	<u>15</u>	<u>5</u>
4. Proposed Fees	<u>15</u>	<u>5</u>
5. Quality of Insurance Networks	<u>15</u>	<u>12</u>
6. References for Similar Projects	<u>10</u>	<u>10</u>
7. Accreditation	<u>5</u>	<u>0</u>
Total	<u>100</u>	<u>72</u>

Name of Consultant Being Scored: AmeriPro EMS

Name of Evaluator: Joel Foreman

SCORE SHEET – TO BE USED BY THE SELECTION
COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>15</u>
3. Patient Fees	<u>15</u>	<u>12</u>
4. <u>Proposed Fees</u>	<u>15</u>	<u>1</u>
5. Quality of Insurance Networks	<u>15</u>	<u>13</u>
6. References for Similar Projects	<u>10</u>	<u>10</u>
7. Accreditation	<u>5</u>	<u>0</u>
 Total	 <u>100</u>	 <u>71</u>

Name of Consultant Being Scored: Century

Name of Evaluator: Joel Foreman

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE

RFP 2024-A RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	Max Score	Rating
1. Experience and Qualifications	<u>20</u>	<u>20</u>
2. Understanding and Technical Approach	<u>20</u>	<u>12</u>
3. Patient Fees	<u>15</u>	<u>10</u>
4. Proposed Fees	<u>15</u>	<u>3</u>
5. Quality of Insurance Networks	<u>15</u>	<u>12</u>
6. References for Similar Projects	<u>10</u>	<u>7</u>
7. Accreditation	<u>5</u>	<u>5</u>
Total	<u>100</u>	<u>69</u>

Name of Consultant Being Scored: AMR



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: 3/20/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

BA 24-35 Move forward funds for PO # 026892, \$106,818. These funds were for the purchase of a dump truck that was delivered in this fiscal year.

2. Recommended Motion/Action:

Approve BA 24-35

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 24-35 using fund(s) 001-GENERAL FUND and 405-UTILITIES FUND.

FROM:	TO:	AMOUNT:
001-8400-584.90-98 RESERVES/CASH BALANCE FORWARD	001-8100-581.91-45 INTERFUND TRANSFERS OUT/TO UTILITIES FUND	\$106,818.00
405-0000-381.10-20 INTERFUND TRANSFERS IN/TRSF FROM GENERAL FUND	405-1000-533.80-81 GRANTS & AIDS/TOWN OF FORT WHITE	\$106,818.00



**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: 3/27/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The County proposes to establish the Human Resources Department as an independent department.

2. Recommended Motion/Action:

Approve amendments to Administrative Code.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY
ADMINISTRATIVE CODE

**ARTICLE 1:
GENERAL PROVISIONS**

Section 1. Title and Purpose. This Code, together with any and all amendments thereto, shall be known and may be cited and referred to as the Columbia County Administrative Code. The purpose of this Code is to organize County government and to set forth the duties, responsibilities and powers of the County Manager, the County Attorney, and the Departments of the Board of County Commissioners, as mandated under Section 125.87, Florida Statutes, and the Home Rule Charter for Columbia County, Florida (the “Charter”). This Code shall be interpreted, construed, and applied in a manner that is consistent with the Charter and shall be viewed as a continuing program to provide greater efficiency and economy in the operation of County government.

Section 2. Definitions. For purposes of this Code, each of the following words and phrases shall have the meaning provided herein unless the context clearly requires otherwise:

- a) “Attorney” shall mean the County Attorney.
- b) “Board” shall mean the Board of County Commissioners of the County as established under Article 2 of the Charter.
- c) “Charter” shall mean the Home Rule Charter for Columbia County, Florida, as same may be amended from time to time by the electors of Columbia County.
- d) “Code” shall mean this Columbia County Administrative Code.
- e) “County” shall mean Columbia County, Florida, a political subdivision of the State of Florida.
- f) “Department” or “Departments” shall mean those components of County government created pursuant to section 4.1 of the Charter and through which governmental authority is exercised and services provided to the citizens of the County.
- g) “Department Head” shall mean the person appointed by the Manager as the chief administrator or head of a Department as provided under Section 4.2 of the Charter. A “Department Head” may sometimes be referred to as a “Department Director”.
- h) “Manager” shall mean the County Manager as established under Section 3.1 of the Charter.
- i) “Assistant” or “Assistants” shall mean the Assistant County Manager(s) who act in the capacity of the Manager as delegated by the Manager.

Section 3. Form of Government. Columbia County is a home rule charter county under the Constitution of the State of Florida and shall have all powers of local self-government not inconsistent with general law or with special law approved by vote of the electors, all pursuant to the provisions of the Charter.

Section 4. Separation of Powers. The powers of County government are divided between legislative and executive branches as set forth in the Charter. The legislative responsibilities and powers of the County to adopt policy are assigned to and vested in the Board. The executive responsibilities and powers of the County to implement policy are assigned to and vested in the Manager, who carries out the directives and policies of the Board and enforces all orders, resolutions, ordinances, and regulations of the Board. The Board and the Manager are always governed by the Charter and general laws of the State of Florida.

Section 5. Assurance of Equal Rights. As set forth in the Preamble to the Charter, it is the policy of the County to afford equal employment opportunity and access to County services for all qualified persons; to prohibit discrimination in employment because of race, color, religion, sex, national origin, age or handicap; and to ensure the full realization of equal opportunity through a positive continuing program of equal employment opportunities throughout the County, including compliance with the Americans with Disabilities Act (ADA). The legislative and executive branches of County government shall coordinate their efforts to ensure that County policies, programs, ordinances, and regulations work to promote and protect the equal rights of all citizens of the County.

ARTICLE 2: BOARD OF COUNTY COMMISSIONERS

Section 1. Powers and Duties. The powers and duties of the Board are set forth in section 2.8 of the Charter as may be amended from time to time.

ARTICLE 3: COUNTY MANAGER

Section 1. Manager's Powers and Duties. The Manager is the head of the administrative branch of county government. The Manager is accountable to the Board for the proper administration of all affairs under the jurisdiction of the Board. The powers and duties of the Manager are set forth in section 3.3 of the Charter as may be amended from time to time

Section 2. Assistant's Powers and Duties. The Assistant or Assistants as appointed by the Manager shall assist the Manager in carrying out the powers and duties of the Manager. The Assistant shall be accountable to the Manager for the proper administration of all assigned responsibilities. In the absence of the Manager, the powers and duties of the Manager shall become those of the Assistant during such time of the Manager's absence. In addition, the Assistant or Assistants shall:

- a) Attend meetings of the Board, with authority to participate in discussions as requested by the Manager.
- b) Perform such other duties and exercise such other powers as may be assigned by the Manager.

ARTICLE 4: COUNTY ATTORNEY

Section 1. Selection and Qualifications. The Attorney is elected by the Columbia County electorate and serves as general counsel to the County government and its various offices, boards, committees, and departments. The Attorney shall at all times be a member in good standing of the Florida Bar.

Section 2. Duties and Responsibilities. The Attorney shall be the attorney for the Board unless the Attorney declares a conflict precluding his or her participation in that capacity at any given time. The duties and responsibilities of the Attorney shall include:

- a) Advising and representing the Board and the County.
- b) Advising and representing the Manager's office in the fulfillment of the Manager's duties and responsibilities.
- c) Advising and representing the various boards, departments, committees, or agencies created by the Board, as well as similar agencies or organizations created by law for which a county attorney is nominated to provide such representation.
- d) See to the prosecution and defense of all legal actions by or against the County as authorized by the Board; provided that the Attorney is at all times authorized and directed to take such actions on behalf of the Board and the County as may be necessary in the Attorney's professional judgment to protect the rights of the Board and the County in any matter, subject to later ratification by the Board.

Section 3. Constitutional Officers. The Attorney is authorized to provide advice and representation to the Constitutional Officers for the County, namely the Sheriff, Tax Collector, Property Appraiser, Clerk of Court, or Supervisor of Elections provided that such representation does not and is not reasonably expected to conflict with the Attorney's primary duties set forth in Section 2 of this part. Such representation, if undertaken, shall be undertaken pursuant to a contractual engagement between the Attorney and the Constitutional Officer, and shall not be undertaken pursuant to the Attorney's contract with the Board or County.

Section 4. Conflict Counsel. The Manager and Attorney, subject to the approval of the Board, shall be responsible for engaging standby conflict counsel to perform the duties of the Attorney in the event of any declared conflict affecting the Attorney's ability to discharge duties under this part. Conflict counsel shall only be called into service upon a conflict declared by the Attorney, and once engaged shall be charged only with those duties to the extent conflict exists.

Once a conflict is declared, it shall be the Manager's responsibility to communicate with and coordinate the work of the Conflict Counsel, and the Attorney will not be consulted regarding the conflict matter.

Section 5. Special Counsel. With the approval of the County Attorney, the Manager may engage special counsel from time to time to represent the Board or the County in specific matters. Outside counsel may also be engaged by the Attorney or the Manager to assist, advise or consult with the Board, the Attorney, or the Manager.

Section 6. Service of Lawsuits, Waiver of Defects. With respect to any lawsuit brought against the County, the Board, any member of the Board in his or her official capacity, or any department of the County, the Attorney is authorized in the exercise of his or her discretion and professional judgment, but is not legally obligated:

- a) To accept service of process on behalf thereof.
- b) To accept service without summons on behalf thereof.
- c) To waive any defect in process or in the service thereof in any case wherein such defect is technical in nature and is immaterial to the merits of the claim or cause asserted.

ARTICLE 5: DEPARTMENT HEADS

Section 1. Appointment, Removal, and Qualifications. Except for the Office of the County Attorney, the Manager shall appoint, terminate and supervise all Department Heads as required by section 4.2 of the Charter. Department Heads shall serve at the pleasure of the Manager, subject to the right to appeal the Manager's decision to terminate a Department Director as provided in the Charter, subject to the policy provided herein. The Manager shall, by administrative order, specify the Departments and activities that each Department Head will oversee and direct. Each Department Head shall possess the qualifications recommended by the Manager and approved by the Board as required for each particular department. Department Heads shall provide both effective assistance to the Manager and direction to the subordinate staff of the department with which the Department Head is charged.

Section 2. Powers, Duties, and Responsibilities of Department Heads. The powers, duties, and responsibilities of the Department Heads shall include the following:

- a) Performing administrative duties assigned or delegated by the Manager.
- b) Directing, supervising, and coordinating the activities of the Department for which administrative responsibility is delegated to him or her by the Manager.
- c) Recommending hiring, promotion, discipline, and termination of subordinate personnel as provided in the County's Personnel Policies and Procedures Manual.

- d) Reporting to and being responsible to the Manager, as the Manager may designate, for the administration of each Department, including all divisions thereof and programs thereunder, according to the provisions of this Code and all applicable laws, ordinances, resolutions, rules, and regulations.
- e) Undertaking any task of another Department or office on a temporary basis as directed by the Manager.
- f) Delegating the duties and responsibilities within his or her Department to subordinate personnel, provided that in no case shall overall responsibility and accountability be relinquished.
- g) Advising and assisting other Department Heads on matters within each Department Head's respective area of responsibility and coordinating activities and cooperating with other Departments and offices on matters of mutual concern.
- h) Developing and supervising the effective and efficient implementation of departmental operating policies and procedures, and continuously evaluating all departmental services.
- i) Preparing an annual budget for the Department and submitting the same to the Manager for review and processing in accordance with the annual budget policies adopted by the Board and procedures established by the Manager.
- j) Managing departmental operations consistent with the adopted budget and monitoring expenditures in order to ensure that activities of the Department are consistent with the adopted budget.
- k) Managing all personnel matters in conjunction with the Human Resources Department concerning the Department consistent with the County's Personnel Policies and Procedures Manual, including any applicable collective bargaining agreements, and evaluating the performance of all subordinate personnel.
- l) Responsibility for the maintenance and custody of all records, books, and property under the control of each Department Director.
- m) Through participation in professional organizations or continuing education, keeping informed of the latest developments in the particular area for which the Department Head is responsible and, with the approval of the Manager, implementing such new practices as may be of benefit to County government and the public.
- n) Promoting community knowledge and understanding of departmental activities through contact with the public, civic groups, and state and local officials.
- o) Performing other functions as may be prescribed by the Manager.

Section 3. Termination and Appeal. The Manager may terminate a Department Head at any time with or without cause. Any terminated Department Head has the right to appeal termination to the Board of County Commissioners within 30 days after the effective date of the termination. As provided by section 4.2 of the Charter, it shall be the policy of the Board to consider only the following in connection with any appeal under this part:

- a) The written adverse employment action leading to the termination of the Department Head, if any;
- b) All documents included in the investigation file supporting the adverse employment action, if any;
- c) A written, verified statement of the Manager of no more than five typewritten pages setting for the facts and argument in support of the termination of the terminated Department Head;
- d) A written, verified statement of the terminated Department Head setting forth the facts and arguments supporting reinstatement of the terminated Department Head; and
- e) The terminated Department Head's personnel file, excluding documents that are confidential or otherwise exempted from public disclosure by general law.

In no event shall the Board consider or allow testimony or additional evidence to be introduced in any hearing on the appeal of a Department Head's termination. The record on such appeal shall be strictly limited to those items listed in this part.

ARTICLE 6: DEPARTMENTS

Section 1. Generally. All executive functions of County government under the direction and supervision of the Manager shall be organized into departments and offices, which may be further organized, unified, or grouped by the Manager.

Section 2. Department of Administrative and Community Services. There is hereby established the Department of Administrative Services, which shall be responsible for the coordination and development of the Board of County Commissioners and County Manager support functions including human resources, procurement, liability insurance and risk management, fiscal and grant oversight, Veterans Affairs, and Non-Ad Valorem Assessment administration. The Department Head shall be the Director of Human Resources who shall be responsible for the administration of the department. Within the Department of Administrative Services the following functions will be performed: personnel and labor relations functions including planning, directing and coordinating support services of the County. The role ensures the administrative and fiscal workflows are efficient, productive and follow proper law, policy and procedures within the framework of department goals and objective. Assists County Manager in developing and administering County budget and monitors expenditures. Assists County Manager with various special projects, programs and services. ~~the administration of the~~

~~policies and procedures related to personnel management in accordance with the Columbia County Personnel Policies and Procedures Manual; administration of the Classification and Pay Plan and Policies on Drug-Free Workplace; Administration of the County's insurance/ risk management programs; Ensures ing compliance with County Purchasing Policies and related Florida Statutes; assist all Departments in proper procurement and purchasing procedures and interpreting and adhering to policies; Preparation of documents for sealed bids and maintenance of related documents.~~

Section 3. Department of Human Resources. The Department of Human Resources is hereby established, which shall be responsible for the coordination and development of human resources for the most efficient utilization and delivery of human resources services for the county government. The department Head shall be the Director of Human Resources who shall be responsible for the administration of the department. Within the Department of Human Resources, the following functions will be performed:

- a) The personnel and labor relations functions, including the administration of the policies and procedures related to personnel management in accordance with the Columbia County Personnel Policies and Procedures Manual.
- b) The effective administration of the Columbia County Personnel Policies and Procedures Manual, including employee benefits, the Classification and Pay Plan and Policies on Drug-Free Workplace.
- c) The performance of such duties and responsibilities as are determined by the Director.

Section 3 4. Department of Public Works. There is hereby established a Public Works Department which shall be responsible for the management, operation, and control of the public works functions of County government. The Department Head shall be the Public Works Director who shall be responsible for the administration of the Department. Within the Public Works Department the following functions will be performed: provision of fleet maintenance, engineering and permitting services; construction, maintenance and repair of road, stormwater and bridges; construction, and-administration of policy on the installation of culverts, street lights, stormwater and speed humps; and maintenance, operation and repair of County traffic control devices and signage

Section 4 5. Department of Building and Zoning. There is hereby established a Department of Building and Zoning, which shall be responsible for the administration and enforcement of the County's ordinances, rules, and regulations related to planning, zoning, and land development within the County. The Department Head shall be the Director of Building and Zoning, who shall be responsible for the administration of the Department. Within the Department, the following functions will be performed: administration and enforcement of Florida Building Codes and local building codes; implementation, administration and execution of all Land Development Regulations in accordance with State law and local ordinances; development, maintenance, monitoring, and implementation of the components of the county's comprehensive land use plan as required by state law; and services in support of the County's Planning and Zoning/Board of Adjustment and Competency Boards.

Section 5 6. Cooperative Extension Service Office/Agriculture Department. There is hereby established the Columbia County Cooperative Extension Service Office/Agriculture Department in conjunction with the University of Florida, as described in a Memorandum of Understanding between the Florida Cooperative Extension Service, the University of Florida, and the Board of County Commissioners. This department shall be staffed and operated as provided under that Memorandum of Understanding as it may be amended from time to time.

Section 6 7. Department of Library Services. There is hereby established a Department of Library Services which shall be responsible for the management, operation, and control of library services functions of County government. The Department Head shall be the Director of Library Services who shall be responsible for the administration of the Department. The Department of Library Services shall be responsible for the management, operations and control of the County's library services functions.

Section 7 8. Department of Landscape and Parks. There is hereby established a Department of Landscape and Parks, which shall be responsible for the management and upkeep of county owned grounds and parks. The Department Head shall be the Landscape and Parks Director, who shall be responsible for the administration of the Department. The Department shall be responsible for: planning, developing and maintaining county parks and recreation areas and facilities including community centers; preparing and maintaining County facilities before and at conclusion of public events; and providing assistance to other Departments as necessary.

Section 8 9. Tourist Development Department. There is hereby established a Tourist Development Department, administered by a Department Head who will be the Tourist Development Director. The Tourist Development Department shall work with the Tourist Development Council to promote the development of tourist attractions and special events within Columbia County, and oversee and make recommendations regarding the uses of the Tourist Development Tax revenues.

Section 9 10. Department of Solid Waste Management. There is hereby established a Department of Solid Waste Management which shall be responsible for the management, operation and control of solid waste disposal functions of County government. The Department Head shall be the Director of Solid Waste Management, who shall be responsible for the administration of the Department. Within the Department of Solid Waste Management, the following shall be performed: management of the proper disposal of all generated solid waste; management of the County's landfill; and management of all County mosquito control programs.

Section 10 11. Department of Facilities and Maintenance. There is hereby established a Department of Facilities and Maintenance, which shall be responsible for the management, operation, and control of building maintenance functions for County. This includes, but is not limited to, the custodial maintenance functions relating to all County buildings and other facilities owned by the County; operation and control of all in-house construction projects; and supervision of any special projects as assigned by the Manager or Assistant Manager. The Department Head shall be the Director of Facilities and Maintenance who shall be responsible for the administration of the Department.

Section 11 12. Department of Fire and Rescue. There is hereby established a Department of Fire and Rescue which shall be responsible for fire and rescue services throughout Columbia County. The Department Head shall be a Chief of the Fire and Rescue Department who shall be responsible for supervising the activities of the Department and shall have direct supervision over all fire department personnel. The Department of Fire and Rescue shall plan and administer fire protection services for Columbia County; plan and coordination of emergency incident activities to include multi-agency operations; coordinate all ALS/BLS services; and coordinate all volunteer fire department activities; administer and enforce State and local fire codes.

Section 12 13. Department of Recreation. There is hereby established a Department of Recreation, which shall be responsible for the management, operation and control of select recreation, functions of Columbia County. The Department Head shall be the Director of Recreation who shall be responsible for the administration of the Department. Within the Department of Recreation, the following shall be performed: planning, directing, and supervising select recreation center activities or programs; promoting programs and activities with civic and other groups to create interest and obtain participation in recreation programs; and arranging for equipment, facilities, and supplies as needed for recreation activities and programs.

Section 13 14. Department of Emergency Services. There is hereby established a Department of Emergency Services which shall be responsible for management, operation, and control of emergency management service functions of County government. The Department Head shall be the Director of Emergency Services, who shall be responsible for the administration of the Department. Within the Department of Emergency Services, the following functions shall be performed: the planning and implementation of disaster preparedness and all related civil defense functions as required by state and federal regulations; operation, management, and maintenance of the County's public safety communications systems and equipment. The Department Head shall be the Director of Emergency Services.

Section 14 15. 9-1-1 Communications Center Department. There is hereby established a 9-1-1 Communications Center Department that shall be responsible for the management, operation, and control of the 9-1-1 Communications Center functions of county government. The Department Head shall be the Director of the 9-1-1 Communications Center and shall perform related duties as required. Within the 9-1-1 Communications Center, the following functions shall be performed: management and daily operation of the Emergency 9-1-1 Public Safety Answering Point (PSAP) for Columbia County as required by state law; coordinate law enforcement, fire and EMS 911 response with agencies within Columbia County including the Columbia County Sheriff's Office.

Transfer of the administration and management of this department to another entity other than the Columbia County Board of County Commissioners will require a majority-plus-one vote of the entire Columbia County Board of County Commissioners.

Section 15 16. Department of Information Technology. There is hereby established a Department of Information Technology, which shall be responsible for the management, operation and control of the information technology services and resources of Columbia County. The Department Head shall be the Director of Information Technology who shall be responsible

for the administration of the Department. Within the Department of Information Technology, the following functions shall be performed: plan, operate and maintain the County's computer, network systems, telephone systems, and other information technology resources; research, analyze and identify needs and options for upgrades and improvements to computer, network, and other information technology resources for the County; coordinate and assist with the installation of new computer and security systems and software for the County at all County-owned facilities; monitor and manage the County's intranet and internet activities.

Section 16 17. Department of Economic Development. There is hereby established a Department of Economic Development, which shall be responsible for the development, supervision and management of the economic development activities of Columbia County. The Department Head shall be the Director of Economic Development, who shall be responsible for the administration of the Department.

Section 17 18. Department of Animal Enforcement. There is hereby established a Department of Animal Enforcement, which shall be responsible for the implementation, management, and operation of animal enforcement services activities of Columbia County. Ensuring compliance with the County's animal control ordinances and Florida Law, including 828.30, Florida Statutes. The Department Head shall be the Director of Animal Enforcement and shall perform related duties as required. Within the Department of Animal Enforcement, the following functions shall be performed: management and daily operation of animal enforcement services for Columbia County as required by the County's animal control ordinance and Florida law, including 828.30, Florida Statutes, coordinating the shelter of animals with the Lake City Humane Society/Lake City Animal Shelter.

Section 18 19. Utility Department. There is hereby established a Utility Department, which shall be responsible for the management, and operation of water treatment and distribution systems and wastewater treatment and collections systems. The Department Head shall be the Utility Director and shall perform related duties as required.

ARTICLE 7: IMPLEMENTATION

Section 1. Implementation. The Manager is authorized to implement this Code by the issuance and enforcement of administrative orders, rules, or guidelines provided in Article III of this Code. This Code may be amended by resolution of the Board, or supplemented by resolutions of the Board that establish, amend, or repeal policy.

ARTICLE 8: MISCELLANEOUS

Section 1. Existing Ordinances, Resolutions and Other Policies, Procedures and Directives. All resolutions, policies, procedures, and directives of the Board in existence on the effective date of this Code shall continue in full force and effect in accordance with their respective terms and provisions until amended, rescinded, repealed, or suspended by appropriate action of

the Board, but only to the extent that the same are not in conflict with the express provisions or manifest intent of this Code. In the event that any such term or provision shall be in conflict with the express provisions or manifest intent of this Code, said term or provision shall be deemed superseded hereby; provided, the remaining portions of any such resolution, policy, procedure or directive of the Board shall remain in full force and effect unless the superseded term or provision cannot be severed from such resolution, policy, procedure, or directive without rendering the same meaningless or unenforceable, in which event the entirety of such resolution, policy, procedure or directive shall be deemed superseded hereby. All ordinances adopted by the Board and in existence on the effective date of this Code shall remain in full force and effect in accordance with their respective terms and provisions, and no provisions of this Code or any amendments hereto shall be deemed to amend, modify, suspend, repeal, or supersede the same. If any term or provision of this Code shall conflict with the express provisions or manifest intent of any such ordinance, said term or provision shall have no force and effect with respect to the application, interpretation or enforcement thereof, but only with respect to the limits of the matters addressed in such ordinance.

Section 2. Severability. It is the declared intent of the Board that if a court of competent jurisdiction holds any section, subsection, sentence, clause, phrase, or provision of this Code invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to render invalid or unconstitutional the remaining provisions of this Code.

DIRECTOR OF HUMAN RESOURCES/COMMUNITY SERVICES

MAJOR FUNCTION:

Responsible for planning and directing human resources programs including administration, recruitment, selection, training and development, records maintenance, compliance, and departmental support. Develop, implement and administer human resources policies and procedures.

Responsible for managing the worker's compensation program in accordance with Florida Statutes, Chapter 440. Florida Retirement Systems (FRS) Coordinator, human resources programs, ~~coordinating contractual county responsibilities under the Health Care Responsibility Act (HCRA), designated Americans with Disabilities Act (ADA) Officer; ensures compliance in accordance with federal regulations, designated Affirmative Action/Equal Employment Opportunity (AA/EEO) Officer; ensures compliance and maintenance of plan, designated Privacy Official, ensures compliance of federal and state laws that apply to the privacy of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and~~ provides guidance and oversight to the operations of Human Resources department staff. ~~resource development including Non-Ad Valorem Assessment. Assist with community related special projects, public information/affairs, and the budgetary process for the County.~~

~~It is estimated that the workload for this position will be 90% Human Resources and 10% Community Services. This Director level position is directly responsible to the~~ County Manager and Assistant County Manager.

ESSENTIAL FUNCTIONS:

Plan, organize, and direct the work of human resources operations. Provide professional and technical support to county departments in all aspects of human resources management, including staff training and development, appraisal and evaluation, orientation, compliance with applicable laws, and employee relations. Develop and implement effective recruitment procedures to target and attract qualified applicants. Responsible for development, implementation, and compliance with policies including Equal Employment Opportunity, Affirmative Action, Veteran's Preference, and Americans with Disabilities Act, administers and monitors legal requirements in accordance with the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act of 1993 (FMLA), participates in employee/labor relations activities and negotiations in behalf of the county, responsible for the development and implementation of policies and procedures relating to privacy of patient health information in accordance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), ensures RED FLAG compliance, ~~administers non ad-valorem special assessments, and administers the disposition of indigent and unclaimed dead bodies in accordance with Florida Statutes 406.~~ Responsible for the establishment and maintenance of Human Resources Information System to include

DIRECTOR HUMAN RESOURCES/COMMUNITY SERVICES
PAGE TWO OF THREE

employment and training records, files, payroll transactions, and leave records. Oversee benefits administration including annual/sick leave and County staff insurance programs. Communicate with employees, department heads, county officials, and citizens regarding human resources operations.

DIRECTOR HUMAN RESOURCES/COMMUNITY SERVICES
PAGE TWO OF THREE

NON-ESSENTIAL FUNCTIONS:

Performs other tasks as assigned.

WORK ENVIRONMENT:

The majority of work is performed inside an office at a centrally located desk within a multi-department facility. However, this position requires mobility to attend meetings outside the office and outside of normal working hours. ~~Must perform physical inventories on a department by department basis.~~

TRAINING AND EXPERIENCE:

Minimum education/experience: graduation from an accredited four-year college or university and two years of professional experience in human resources, community services, or professional public employment service in a related area. Professional experience may be substituted for required college training on a ~~year by year~~year-by-year basis.

JOB SKILLS:

Knowledge of current techniques and practices used in public human resources management. Knowledge of applicable federal, state, and local laws and regulations governing employment practices. Familiarity with County government functions. Ability to respond clearly and concisely to internal and external inquiries regarding County employment, programs and/or statistics. Ability to present concise written and oral reports and recommendations. Ability to establish priorities, set schedules, and meet deadlines. Ability to work independently without close supervision. Ability to follow oral and written instructions. Ability to establish and maintain effective and professional working relationships with both external and internal constituencies and with representatives of local, state and federal agencies. Ability to use current computer-based programs including word processing, spreadsheets, and information maintenance systems. Ability to maintain confidentiality.

**DIRECTOR HUMAN RESOURCES/COMMUNITY SERVICES
PAGE THREE OF THREE**

ESSENTIAL PHYSICAL ABILITIES/DEMANDS:

Acceptable eyesight (with or without correction), acceptable hearing (with or without correction), ability to communicate both orally and in writing. Light (up to 50 pounds) lifting, walking, standing, bending, stooping, reaching overhead, and climbing. The ability to sit for extended periods of time while performing essential office duties is required. Manual dexterity to operate office machinery is necessary.

PROFESSIONAL LICENSES:

Possession of a valid Florida driver's license.

[PHR/SPHR certification preferred](#)

RESIDENCY REQUIREMENT: This position requires ~~establishment of~~[establishing](#) primary residency in Columbia County within the first six (6) months of employment; however, the County Manager may grant exceptions to this policy on a case-by-case basis.

Pay Grade ~~39,128-~~146

Exempt - Administrative

BCC Approved: ~~2/17/05; Revised 09/15/05; Revised 08/02/2006; Revised 06/07/2012~~

~~Revised 7/17/14; 09/15/2016~~ [02/15/2024](#)



**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: 3/27/2024 Meeting Date: 4/4/2024

Department: Human Resources

1. Nature and purpose of agenda item:

Correcting verbiage in the position description on systems work and training and experience requirements.

2. Recommended Motion/Action:

Approve revised job description.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

RADIO FREQUENCY SYSTEMS TECHNICIAN

MAJOR FUNCTION:

Installation, repair, and maintenance of RF systems and dispatch centers. RF Systems Technicians must have a working knowledge Project 25 telecommunications equipment installation and repair. Must be able to be on call 24/7 within the needed rotation, as the job requires. Must be able to travel with minimal notice when required.

ESSENTIAL FUNCTIONS:

Applicant must be able to perform unsupervised tasks using technical documentation.

Install, test, and troubleshoot a variety of RF systems and sub-assemblages.

Must be able to complete all paperwork and logs clearly and timely.

Maintain, optimize, test, and document complex Motorola ASTRO P25 Simulcast Network radio system and infrastructure equipment, including radio repeaters, GPS time server oscillators, network servers, controllers, power supplies, network routers, and switches.

Performs two-way radio programming, preventive maintenance, and repairs.

Aligns and adjusts radio equipment as needed to ensure compliance with FCC regulations.

Maintains 911 radio dispatch consoles and backup radio equipment.

Collaborate with management to stay ahead of industry standards to exceed customer's unique needs and concerns.

Maintain, test, and operate various models of RF repeaters, antenna subsystems, and microwave communications.

Perform server hardware/OS and software infrastructure maintenance and troubleshooting to resolve system/application-related issues [as it pertains to the radio communications systems](#).

Install, test, repair, maintain repeaters, antenna systems, and other equipment for various brands and models.

Effectively communicate with vendor-specific engineering, project management and sales personnel to effectively maintain, optimize and support advanced communication systems that meet or exceed BOCC, County management and user expectations.

Maintain assigned vehicle inventory and vehicle maintenance.

Logging recording systems, RF interfaces, wired/wireless communications systems and networking equipment.

Employee is responsible for the installation, configuration, diagnosis, repair, and maintenance of all desktop computers, laptops, printers, and peripherals as pertains to the [Combined Communications Center radio communication systems](#).

RADIO FREQUENCY SYSTEMS TECHNICIAN PAGE TWO OF FOUR

ESSENTIAL FUNCTIONS CONTINUED:

The Employee is responsible for networking PC Clients, which involves the setup and configurations of desktop computers, laptops, printers, peripherals, communications software, email, and internet access as it relates to the ASTRO25 network.

Employee utilizes the technical support Help Desk application to provide technical support and user assistance.

Employee assists in implementing new network applications, systems, and upgrades and in implementing servers, server applications, systems, and upgrades [as it pertains to the communications systems](#).

Employee is on-call 24/7 to independently diagnoses and repair RF and computer equipment.

Employee will maintain professional relationships with communication vendors who support the county communications system. Regular attendance at work is required. Employee shall maintain a professional relationship with elected officials and other County Departments, and affiliated Municipalities. Provide both technical and strategic planning support to all public safety functions. Employee shall provide administrative support for all of the County communications. Occasional overnight travel may be required from time to time.

NON-ESSENTIAL FUNCTIONS:

Performs related work as assigned.

WORK ENVIRONMENT:

Work is performed at various remote communication tower sites around Columbia County, in an office, or a shop and may require frequent travel as well as the transport of heavy equipment. Employee may be exposed to inclement weather conditions and hazardous work environments, such as high voltage power sources, including high 'RF' energy. Employee is subject to "on-call" status at any time.

TRAINING AND EXPERIENCE:

Minimum Experience: ~~High School Diploma~~. Bachelor's Degree [from an accredited college or university with major course work](#) in Communications, IT, ~~or~~ Radio Frequency Engineer or a [directly closely related field is preferred](#); ~~The preferred candidate possess minimum of and seven (7) years trunked simulcast Phase 2 network experience. Minimum of seven years of professional experience working in the telecommunications industry or any equivalent combination of training and experience.~~ Military specialized training in tactical or higher echelon communications is preferred; [or any combination of experience, education, and training that would provide the required knowledge, skills, and abilities](#).

RADIO FREQUENCY SYSTEMS TECHNICIAN
PAGE THREE OF FOUR

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of the principles of two-way radio communication. Knowledge of the design principles of radio equipment, components, and systems. Knowledge of solid-state

~~RADIO FREQUENCY SYSTEMS TECHNICIAN~~
~~PAGE THREE OF FOUR~~

electronics, the operational design of circuits, and electronic testing equipment. Knowledge of state and federal two-way radio regulations. Knowledge of safety procedures, techniques, and equipment. Knowledge of the common causes of failure that occur in radio transmitting and receiving equipment. Preferred candidates will possess at least two years of experience in simulcast trunked radio systems. Motorola ASTRO P25 Network experience is a plus.

Knowledge of wireless communications systems, such as RF repeaters, backbone microwave, GPS time servers, and simulcast cells. Ability to read and use schematic diagrams. Ability to apply rules and guidelines to specific situations. Ability to use RF and hand held electronic testing equipment. Ability to complete and maintain records and forms. Ability to communicate both orally and in writing. Ability to maintain favorable public relations. Ability to solve customer problems quickly during stressful situations. Ability to understand technology and keep up with emerging trends.

Knowledge of wired communications systems, such as local area networks (LAN) and wide area networks (WAN), must be proficient in computer network installation, configuration, and maintenance systems, including cabling, routers, switches, firewalls and bridges. Server implementation, configuration, and management. Advanced Routing and Switching implementation, configuration, and management CAT5 termination and management. In-depth knowledge of applicable laws and regulations as they relate to IT. superior analytical, evaluative, and problem-solving abilities. Ability to work without close supervision. Ability to deal with complex tasks.

ESSENTIAL PHYSICAL SKILLS/DEMANDS:

Acceptable eyesight (with or without correction).

Acceptable color perception (must not exhibit color vision deficiency, commonly known as color blindness, of any type or degree).

Acceptable hearing (with or without correction).

RADIO FREQUENCY SYSTEMS TECHNICIAN
PAGE FOUR OF FOUR

Ability to communicate effectively both orally and in writing.

Extended sitting and standing and intermittent walking, bending, crawling, stooping and kneeling, climbing stairs, reaching above and below shoulders, and must be able to fit into tight spaces.

Ability to lift and carry up to fifty (50) pounds.

Manual dexterity while standing, sitting, bending, or twisting.

~~RADIO FREQUENCY SYSTEMS TECHNICIAN~~
~~PAGE FOUR OF FOUR~~

NOTE: The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job, with or without reasonable accommodations.

PROFESSIONAL LICENSE:

Possession of a valid Florida Driver's license required.

Within fourteen days (14) days of employment, the employee is required to pass level four (4), Criminal Justice Information Services (CJIS) certification training. Current CJIS guidelines determine the level and may change periodically. Certification is obtained by successfully completing web-based training courses that cover physical security, incident response, the protection of information, and other IT-specific security threats, vulnerabilities, and risks.

Pay Grade: 134

Non-Exempt: N

BCC Approved: 11-2-23 [04-04-24](#)



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 3/27/2024 Meeting Date: 4/4/2024

Department: Emergency Management

1. Nature and purpose of agenda item:

As a result of Hurricane Idalia, FEMA and FDEM has awarded our county \$4,882,347.87 in Hazard Mitigation Grant Program (HMGP) funds. The County needs to apply for the funds and the application is due April. 30, 2024. These funds must be used for mitigation activities.

2. Recommended Motion/Action:

Approve application for Hazard Mitigation Grant Program Mitigation Hurricane Idalia - \$4,882,347.87

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding.

Eligible projects include, but are not limited to, the following:

- Acquisition (demolition or relocation) of existing at-risk structures
- Aquifer (recharge, storage and recovery) serve primarily as a drought management tool and reduce flood risk
- Dry Floodproofing structures by sealing the structure to keep floodwaters out
- Elevation of flood prone structures
- Flood Risk Reduction (Localized or Non-localized) – lessen the frequency or severity of flooding
- Generator for critical facilities or are an integral part of a larger eligible project
- Infrastructure Retrofit modifications to the existing infrastructure to reduce or eliminate the risk of future damage and increase protection
- Mitigation Reconstruction of properties that cannot be elevated
- Safe Room to provide immediate life-safety protection from severe wind events
- Secondary Power Source to increase power system resilience
- Stabilization to reduce risk to structures/infrastructure from erosion
- Structural Retrofit modifications addressing the structural element of a building/facility that are essential to increase protection
- Wildfire Mitigation - at-risk structures and associated loss of life from the threat of future wildfires
- Wind Retrofit modifications to the existing structure to reduce or eliminate the risk of future damage and increase protection

Types of ineligible activities include:

- Construction of new facilities (Nevertheless, the cost associated with Code Plus upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;
- Stand-alone studies, design, and planning-related activities, not directly related to the design and implementation of a proposed mitigation project;
- Tree removal, debris removal, and other forms of maintenance; or
- Projects already in progress (Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act).



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 3/28/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

This item would grant the County Manager and Assistant County Manager the ability to apply for grants and funding for utility projects without specific Commission approval for each application. Approval of all actual awarded funding would still require Commission action.

2. Recommended Motion/Action:

Approve and Authorize the County Manager and Assistant County Manager to apply for funding for utility projects.

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: 3/27/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The County has been installing and replacing backflow prevention devices as part of our annual inspections. If a commercial account did not have a backflow, the County had one installed. There were 14 new backflow installations. As a County supported service, the Columbia County Senior Services agency requests the County to pay for the Backflow Preventor charge on their water bill for the Fort White location.

2. Recommended Motion/Action:

Approve payment for backflow prevention for the Columbia County Senior Services building located at 18829 SR47 Fort White

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: 3/25/2024 Meeting Date: 4/4/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

BA 24-33 Bring forward remaining funds for the Ellisville Wastewater Treatment Plant, Change Order # 1 that was approved 8/4/2022 - \$187,900

2. Recommended Motion/Action:

Approve BA 24-33

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 24-33 using fund(s) 001-GENERAL FUND and 405-UTILITIES FUND.

FROM:	TO:	AMOUNT:
001-8400-584.90-98 RESERVES/CASH BALANCE FORWARD	001-8100-581.91-45 INTERFUND TRANSFERS OUT/TO UTILITIES FUND	\$187,900.00
405-0000-381.10-20 INTERFUND TRANSFERS IN/TRSF FROM GENERAL FUND	405-3505-535.60-31 CAPITAL OUTLAY/PROF SERVICES-CAPITALIZED	\$187,900.00



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 3/27/2024 Meeting Date: 4/4/2024

Department: Information Technology

1. Nature and purpose of agenda item:

Consolidated Dispatch will require additional phone capacity at the Emergency Operations Center. Contract proposal with AT&T to increase bandwidth and call paths for the Emergency Operation Center. This is to support the additional incoming and outgoing calls after County/City dispatch consolidation and CIC activations during storm or disaster events. These services will increase the costs from \$6,378.60 to \$12,757.20 annually.

2. Recommended Motion/Action:

Approve Contract proposal with AT&T to increase bandwidth and call paths for the Emergency Operation Center.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Sales Contact Information
Potts; Robert
3107214495
rpotts@bcdrsolutions.com

eSign Fax Cover Sheet Contract Id: 6917746

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

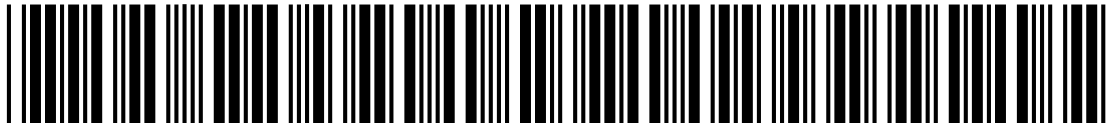
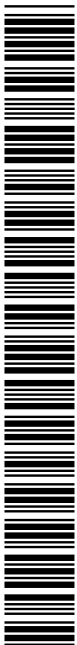
Total Pages: 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 6917746
 - II. All Pages stamped with Contract Id: 6917746
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3031560
Contract Id: 6917746



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before December 31, 2025.

For AT&T Administrative Use Only
 attid:
 Account # _____ Master Customer # _____ Doc Viewer ID: _____
 Contract ID#: ADV14675969

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Solution Provider Contact - Primary Contact
Legal Name: COLUMBIA COUNTY 911	AT&T Corp	Name: Robert Potts
Street Address: 263 NW LAKE CITY AVE	One AT&T Way	Street Address: 151 1st Ave
City: LAKE CITY, State: FL Zip: 32055	Bedminster, NJ 07921-0752	City: New York, State: NY Zip: 10003
Tel # 3867528787	ATTN: Master Agreement Support Team: mast@att.com	Tel # 3107214495

AGREEMENT TERMS

1. SERVICES

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP (See AT&T Dedicated Internet & Voice Bundle)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

3. SERVICES COMPONENTS AND RATES (PRICES)

3.1. AT&T Dedicated Internet & Voice Bundle

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	5	1,500	\$490.50	\$620.00	\$765.00
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$589.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$677.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$754.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$930.00	\$984.00	\$1,087.00
20 Mbps	5	1,500	\$550.00	\$820.00	\$930.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$648.50	\$929.50	\$998.50
20 Mbps	23	6,900	\$736.50	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$813.50	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$989.50	\$1,223.00	\$1,292.00
50 Mbps	5	1,500	\$628.50	\$1,080.00	\$1,175.00
50 Mbps	10	3,000	\$672.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$727.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$815.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$892.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$1,068.00	\$1,479.50	\$1,565.50

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100 Mbps	5	1,500	\$795.00	\$1,420.00	\$1,600.00
100 Mbps	10	3,000	\$838.50	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$893.50	\$1,540.00	\$1,680.00
100 Mbps	23	6,900	\$981.50	\$1,612.50	\$1,752.50
100 Mbps	30	9,000	\$1,058.50	\$1,676.00	\$1,816.00
100 Mbps	46	13,800	\$1,234.50	\$1,821.50	\$1,961.00
150 Mbps	5	1,500	\$853.50	\$1,720.00	\$1,725.00
150 Mbps	10	3,000	\$897.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$952.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,040.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,117.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,293.00	\$2,127.00	\$2,303.50
250 Mbps	5	1,500	\$1,056.00	\$2,270.00	\$2,475.00
250 Mbps	10	3,000	\$1,099.50	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,154.50	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,242.50	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,319.50	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,495.50	\$2,662.50	\$2,864.50
400 Mbps	5	1,500	\$1,194.50	\$3,046.00	\$3,360.00
400 Mbps	10	3,000	\$1,238.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,293.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,381.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,458.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,634.00	\$3,422.00	\$3,726.00
500 Mbps	5	1,500	\$1,251.00	\$3,655.00	\$4,050.00
500 Mbps	10	3,000	\$1,294.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,349.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,437.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,514.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,690.50	\$4,032.00	\$4,421.00
600 Mbps	5	1,500	\$1,378.50	\$4,060.00	\$4,450.00
600 Mbps	10	3,000	\$1,422.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,477.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,565.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$1,642.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$1,818.00	\$4,443.00	\$4,878.50
1,000 Mbps	5	1,500	\$1,628.50	\$4,440.00	\$4,985.00
1,000 Mbps	10	3,000	\$1,672.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$1,727.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$1,815.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$1,892.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,068.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1.60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0.0400		
Telephone Number Charge (per number)			\$0.15		

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IP Toll-Free Calling Plan Charge, Monthly Charge per Site*	\$15.00
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.	
Business In A Box	
Base Unit NextGen	\$0.00

Service Components: 20%	
International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)	Service Component Discount applied to Service Guide rates, as revised from time to time

AT&T IP Toll-Free	
United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

6.1. Agreement: AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at att.com/service-publications, and (ii) the AT&T Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).



AT&T Dedicated Internet & Voice Bundle Agreement

6.2. Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

6.3. Access to Premises: Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4. Hazardous Materials: Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

6.5. Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

6.6. License and Third-Party Terms: Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

6.7. AT&T Equipment: Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.8. Prices: Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

6.9. Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.10. Billing, Payments and Deposits: Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.11. Expiration of Term: At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

6.12. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or



terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.13. Early Termination Charges: If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

6.14. Withdrawal of Service or Service Component: Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

6.15. Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.16. Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

6.17. The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.18. Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from



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Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

6.19. **ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

6.20. **General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

6.21. **Definitions:**

"Affiliate" of a party means an entity that controls, is controlled by, or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Equipment" equipment owned by AT&T and located at Customer's premises.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

"Minimum Payment Period" means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.



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“Purchased Equipment” means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

“Service Component” means an individual component of a Service provided under this Agreement.

“Site” means a physical location, including Customer’s collocation space on AT&T’s or subcontractor’s property, where AT&T installs or provides Service.

“Software” means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

“Third-Party Service” means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

“User” means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER’S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER’S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. (“Effective Date”).



Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Dedicated Internet & Voice Bundle Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: COLUMBIA COUNTY 911	AT&T	Customer Account #:
Customer Full Address & Zip: 263 NW LAKE CITY AVE LAKE CITY FL 32055	AT&T Full Address & Zip: 151 1st Ave New York NY 10003	Customer Contact: Tel. #: 3867528787 AT&T Contact: Tel. #: 3107214495 Email ID: rpotts@bcdrsolutions.com
Master Customer No.:	AE PID:	

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: COLUMBIA COUNTY 911	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.