

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

February 19, 2026 at 5:30 P.M.

AGENDA

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

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

Invocation (Commissioner Kevin Parnell)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Proclamations

Tim Murphy, District 5

- (1) Proclamation No. 2026P-04 - National FFA Week (p.1)
- (2) Proclamation No. 2026P-05 - Proclaiming Black History Month (p.3)
- (3) Proclamation No. 2026P-03 - Hazardous Materials Awareness Week (p.5)

Presentation of the Board Not Requiring Board Vote or Action

Kimi Roberts, Communication & Events Specialist

- (1) America 250 Update (p.7)

Troy Roberts, Suwannee River Water Management District

- (2) Water First North Florida (p.8)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Joel Foreman, County Attorney

- (1) BA 26-24 - Interlocal Agreement - Acquisition of the Old TD Bank Building - Tax Collector - \$795,000 (p.13)

Kevin Kirby, Assistant County Manager

- (2) 2025-15 for 2025-2026 Annual Resurfacing - D3 - \$634,330.89 - NW Live Oak Pl, NW Dogwood Ter, SW Emerald Str, SW Edna Ct, SW Stanley Ct, SW Pine Forest Ct, SW Buchanan Dr, SW Friendship Way (p.22)

David Kraus, County Manager

- (3) Economic Development Agreement - Equipment Share (p.77)
- (4) Request to Set Workshop (p.94)
- (5) Reimbursement to North Florida Utility Authority for Emergency Repairs, Minus Sales Tax (p.95)

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: 1/30/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

The week of February 21 to February 26, 2026 is National FFA Week

2. Recommended Motion/Action:

Approve Proclamation No. 2026P-04

3. Fiscal impact on current budget.

This item has no effect on the current budget.

PROCLAMATION 2026P-04

**A PROCLAMATION BY THE COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS DESIGNATING THE
WEEK OF FEBRUARY 21ST THROUGH FEBRUARY 26TH,
2026 AS NATIONAL FFA ORGANIZATION WEEK IN
COLUMBIA COUNTY**

WHEREAS, Columbia County has a rich heritage in agriculture; and

WHEREAS, the National FFA Organization has been present in Columbia County for the past 91 years; and

WHEREAS, the National FFA Organization provides a strong foundation for the youth of Columbia County and the future of food, fiber and natural resource systems; and

WHEREAS, the National FFA Organization promotes leadership, personal growth and career success among its members; and

WHEREAS, agriculture education and the National FFA Organization ensure a steady supply of young professionals to meet the growing demands in the science, business and technology of agriculture; and

WHEREAS, the National FFA Organization motto-"learning to do, doing to learn, earning to live, living to serve"-gives direction of purpose to these students who take an active role in succeeding in agriculture education; and

WHEREAS, the National FFA Organization promotes citizenship, volunteerism, patriotism, and cooperation.

NOW THEREFORE, The Columbia County Board of County Commissioners hereby proclaim the week of February 21st through 26th, 2026 as National FFA Organization week in Columbia County, Florida. Proclaimed this 19th day of February, 2026.

ATTEST:

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

(SEAL)

James M. Swisher, Jr., Clerk of Court

BY: _____
Tim Murphy, Chairman



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 2/10/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Proclamation No. 2026P-05 - Proclaiming Black History Month

2. Recommended Motion/Action:

Approve Proclamation No. 2026P-05 -

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**PROCLAMATION NO. 2026P-05
BLACK HISTORY MONTH
FEBRUARY 2026**

WHEREAS, This month we celebrate our American history and the contributions of African heritage; and

WHEREAS, We recognize the heritage and achievements of African culture. The contributions African culture has made and continues to make is an integral part of our society, and the history of Americans of African descent exemplifies the resilience and innovative spirit that continue to make our Nation great; and

WHEREAS, For generations, Americans of African heritage and African culture have embodied the shared progress of our Nation. Through toil and struggle and with courageous actions that have broken barriers, they have made America a better place to live and work for everybody. From native African Kings and Queens to Americans of African descent such as Harriet Tubman, Rosa Parks, Martin Luther King Jr., and Barack Obama; and

WHEREAS, We share a rich cultural history which embodies valuable cultural contributions from Africa through its cultural norms and Americans of African descent. The strength and determination of men and women like these remind us that our Nation brims with people whose contributions continue to make it stronger and better; and

WHEREAS, Our success historically, presently, and as we embark on our future, requires the continued commitment and contributions of our citizens and fellow Americans of African descent. We continue this journey toward a stronger, more united Nation, let us use this commemoration of American History to celebrate the contributions made from African heritage and culture; and

WHEREAS, Let us also use this month to serve as a reminder of the need for continued meaningful dialogue and shared commitment to collective action that uplifts and empowers, as well as of the strength, ingenuity, and perseverance required of us in the years to come because we have learned from the opportunities of our past and know that we are stronger together, and

NOW, THEREFORE, the Columbia County Board of County Commissioners does hereby proclaim the month of February 2026 as the month to celebrate American History and the Era of African Heritage in Columbia County and in so doing urge all citizens to join me in observing this month with appropriate programs, ceremonies, and activities.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this ___day of February 2026.

ATTEST:

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

James M. Swisher, Jr., Clerk of Court
(SEAL)

By: _____
Tim Murphy, Chairman



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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Today's Date: 1/27/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

February 23 to March 1, 2026 is Hazardous Materials Awareness Week

2. Recommended Motion/Action:

Approve Proclamation No. 2026P-03

3. Fiscal impact on current budget.

This item has no effect on the current budget.

P R O C L A M A T I O N N O 2026P-03

HAZARDOUS MATERIALS AWARENESS WEEK FEBRUARY 23, 2026 - MARCH 1, 2026

WHEREAS, the safe use of hazardous materials is essential to citizens, business, industry and local governments to maintain economic stability and the public health; and

WHEREAS, Columbia County recognizes the importance of protecting our community from both accidental and deliberate releases of hazardous materials; and

WHEREAS, it is essential to increase community preparedness so that both public-sector and private-sector employees know how to safely protect themselves and those for whom they are responsible during an accidental or deliberate release of hazardous materials; and

WHEREAS, Columbia County representatives participate on the North Central Florida Local Emergency Planning Committee;

WHEREAS, the North Central Florida Local Emergency Planning Committee offers free hazardous materials emergency response training for firefighters, emergency medical, law enforcement and other public safety personnel as well as free Shelter In-Place Train-the-Trainer classes for community groups, businesses, schools and the general public as a means to increase safety in the event of a release; and

WHEREAS, citizens need to know that emergency responders, emergency management, all levels of government, schools and businesses are working together to ensure that our community is as prepared as possible to protect all citizens from both accidental and deliberate releases of hazardous materials.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Columbia County Florida, that: February 23, 2026 - March 1, 2026 is hereby proclaimed Hazardous Materials Awareness Week in Columbia County.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida, in regular session on the _____ day of _____ 2026.

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

ATTEST:

James M. Swisher Jr., County Clerk

Tim Murphy, Chairman



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

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Today's Date: 1/30/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Update by America 250 including a presentation by the Richardson Middle School students

2. Recommended Motion/Action:

Presentation

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: 2/9/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Presentation by Troy Roberts, Suwannee River Water Management District about the Water First North Florida project

2. Recommended Motion/Action:

Presentation

3. Fiscal impact on current budget.

This item has no effect on the current budget.

David Kraus

From: Tyler Winburn <Tyler.Winburn@srwmd.org>
Sent: Friday, February 6, 2026 11:27 AM
To: David Kraus
Subject: Water First North Florida

External Sender - From: (Tyler Winburn
<Tyler.Winburn@srwmd.org>)

This message came from outside your organization.

WARNING This message has originated from an External Source. This may be a phishing email that can result in unauthorized access. Please use proper judgment and caution when opening attachments, or clicking links.

Mr. Kraus,

North Florida has reached an important crossroads for protecting the long-term viability of the natural water resources that make our region unique and serve as our primary source of water supply. A comprehensive, sustainable solution is needed to recharge our aquifer, restore our springs and river flows, and ensure our region's sustainable water supply.

Water First North Florida is the most effective and cost-efficient solution to protect our natural water systems and support our long-term water supply.

There has been significant misinformation about Water First North Florida presented as fact – notably that this project utilizes wastewater – and we would like to provide you with accurate information about the project and answer any questions you may have.

We are willing to attend any upcoming commission meetings to discuss Water First North Florida and secure your support as it continues to develop.

Below is a link to the Water First North Florida Website.

[Water First North Florida | Protecting Springs & Rivers Through Aquifer Recharge](#)

Thank you,

Tyler Winburn
Legislative and Government Affairs Coordinator
Suwannee River Water Management District
9225 CR 49, Live Oak, FL 32060
386.362.1001 (Main Office)
386.647.3123 (Direct Dial)
386.249.0645 (Cell Phone)

Tyler.Winburn@srwmd.org
www.mysuwanneeriver.com

Let us know how we're doing: [Contact Us](#)



All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.

How It Works

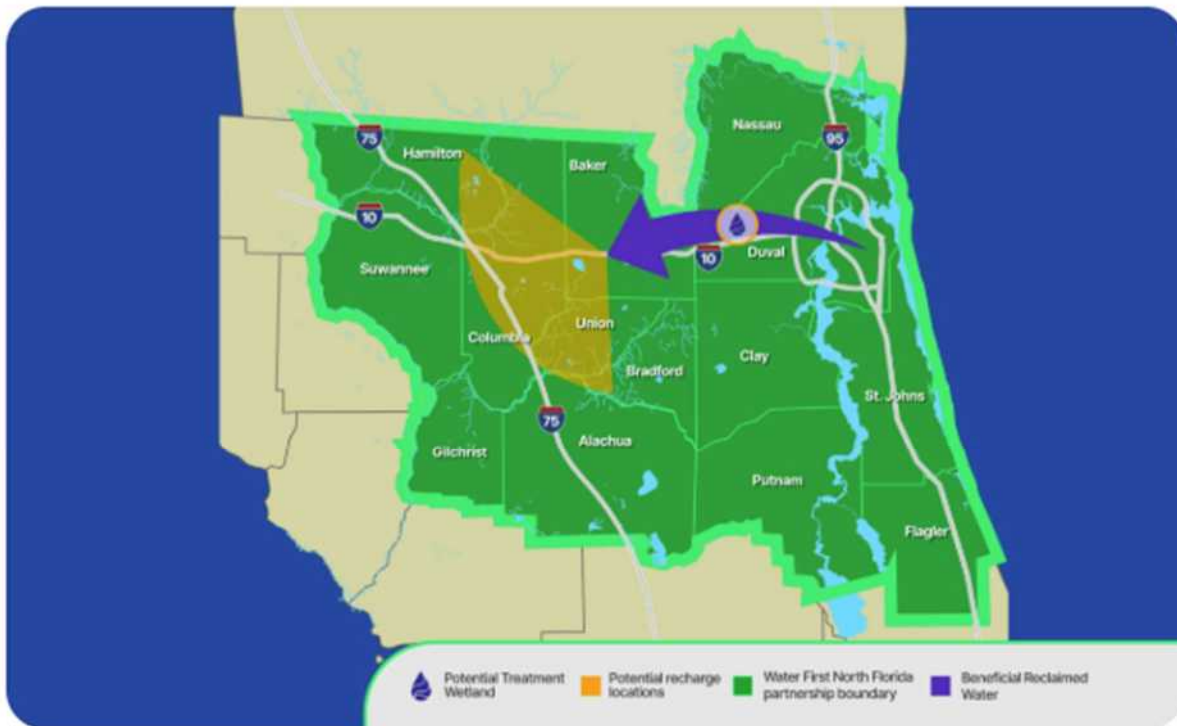


Water First North Florida uses proven technology being successfully used across Florida:

1. **Advanced Treatment**— Recycled water is highly treated at a water reclamation facility
2. **Natural Filtration**— Water undergoes additional natural filtering through constructed wetlands
3. **Quality Assurance**— Meets high water quality standards and is regularly tested and monitored
4. **Aquifer Recharge**— Clean water replenishes the Floridan Aquifer, restoring natural flows to our springs and rivers

This process eliminates non-beneficial surface water discharge while putting clean water back into the ground in a smart, natural way.

Where will it be located?





Why It's Needed

Florida law requires Minimum Flows & Water Levels (MFLs) to be established to protect water bodies from significant harm due to groundwater pumping. A recovery or prevention strategy is necessary if a water body is not meeting or is projected to not meet an MFL.

The Florida Department of Environmental Protection (DEP) has proposed MFLs for the Lower Santa Fe and Ichetucknee Rivers (LSFIR), which are not being met. DEP is developing a recovery and prevention strategy to meet the MFLs while meeting the growing needs of the region.

Proven Success

Similar projects like the Sweetwater Wetlands Project in Alachua County and the Black Creek Water Resource Development Project in Clay County have successfully improved water quality, restored wetland habitats, and provided community benefits – proving this approach works for North Florida.

This collaborative effort by the St. Johns River Water Management District, Suwannee River Water Management District, and other key stakeholder organizations including the Florida Department of Environmental Protection and local utilities, delivers a comprehensive solution that:



Protects our natural water systems by replenishing the aquifer and restoring flows to our springs and rivers



Ensures reliable water supply for homes, farms, and businesses



Supports economic growth by sustaining key industries like agriculture, tourism, and small businesses



Creates environmental benefits by restoring wetlands that support wildlife habitats and recreational opportunities



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 2/13/2026 Meeting Date: 2/19/2026

Department: County Attorney

1. Nature and purpose of agenda item:

At the February 5, 2026 meeting, the Commissioners reviewed the interlocal agreement for the Acquisition of the Old TD Bank Building for the Tax Collector and approved funds for the due diligence. The County will provide funds for the Tax Collector to purchase the building.

2. Recommended Motion/Action:

Approve Interlocal Agreement for the Purchase of the Old TD Bank Building for the Tax Collector and BA 26-24

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 26-24.

INTERLOCAL AGREEMENT
between
THE TAX COLLECTOR FOR COLUMBIA COUNTY, FLORIDA,
and
COLUMBIA COUNTY, FLORIDA
for
PURCHASE AND MAINTENANCE OF THE COLUMBIA
COUNTY TAX COLLECTOR'S OFFICE

This Interlocal Agreement is made and entered into as of its EFFECTIVE DATE (as defined below) by and between **KYLE KEEN**, the Tax Collector of Columbia County, Florida, pursuant to Article VIII, Section 1 of the Constitution of the State of Florida and Chapter 197, Florida Statutes (hereinafter called the "**TAX COLLECTOR**"), and **COLUMBIA COUNTY**, a political subdivision of the State of Florida (hereinafter called the "**COUNTY**"), (all of the foregoing may be collectively called the "**PARTIES**"), and pursuant to Section 163.01, Florida Statutes, the **PARTIES** agree as follows:

WITNESSETH:

WHEREAS, the **TAX COLLECTOR** is an elected County Officer pursuant to the Constitution of the State of Florida, further authorized by Florida Statutes Chapter 197, particularly with respect to holding title to real property as provided by Florida Statutes section 197.332(2);

WHEREAS, the **COUNTY** is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), Florida Constitution, and holds and maintains real property for itself and other County Officers and the court system as required by Florida Law; and

WHEREAS, the **TAX COLLECTOR** desires relocation of his principal offices from its current location to real property located at 160 NW Main Boulevard, Lake City, Florida (the "**PREMISES**");

WHEREAS, the **TAX COLLECTOR** does not have the money required to fund acquisition of and necessary renovations to the **PREMISES**, and has requested the **COUNTY** to advance these funds subject to later reimbursement through the **TAX COLLECTOR**'s year-end excess funds in subsequent years;

WHEREAS, relocation of the **TAX COLLECTOR**'s offices will provide relief to parking at and around the courthouse and administrative annex in downtown Lake City, which relief has been needed for many years;

WHEREAS, the **TAX COLLECTOR** does not have the personnel or recurring budget to provide ongoing care and maintenance of real property, but the **COUNTY** does have qualified personnel who can provide these services to the **PREMISES**;

WHEREAS, the **PARTIES** agree it is in the public interest that taxpayers and others obtaining services such as driver's licenses and vehicle titles be able to obtain those services with minimal frustration or delays;

WHEREAS, the **PARTIES** agree that their mutual best interests and of the public will all be served if the **COUNTY** advances such funds as are necessary to acquire and renovate the **PREMISES**, that such funds be repaid to the **COUNTY**'s reserve fund through year-end monies returned to the **COUNTY** by the **TAX COLLECTOR** at the end of each fiscal year, and that the **COUNTY** ensure the **PREMISES** are properly maintained, all for the duration of this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the **PARTIES** hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by this reference.
2. **DEFINITIONS.** The following terms shall have the following meanings herein unless a contrary intention is clearly expressed:
 - 2.1 **AGREEMENT** shall mean this interlocal agreement.
 - 2.2 **COUNTY** shall mean Columbia County, a political subdivision of the State of Florida.
 - 2.3 **TAX COLLECTOR** shall mean KYLE KEEN, the duly elected Tax Collector of Columbia County, Florida, pursuant to Article VIII, Section 1 of the Constitution of the State of Florida and Chapter 197, Florida Statutes, and his successor or successors in office.
 - 2.4 **EFFECTIVE DATE** shall mean the last date this **AGREEMENT** has been executed by both **PARTIES**.
 - 2.5 **PARTIES** shall mean the **COUNTY** and the **TAX COLLECTOR**.
 - 2.6 **TERM OF THIS AGREEMENT** shall mean from the **EFFECTIVE DATE** for a period of six consecutive years, ending at midnight on the sixth anniversary of the **EFFECTIVE DATE**. The **PARTIES** may, through majority vote of the Board of County Commissioner on or before the expiration hereof, and with the concurrence of the **TAX COLLECTOR**, extend this **AGREEMENT** for one additional term of six years.
 - 2.7 **PREMISES** shall mean the real property and improvements thereon at Columbia County Parcel No. 00-00-00-12251-000 located at 160 NW Main Boulevard, Lake

City, Florida.

3. COUNTY TO ADVANCE FUNDS TO TAX COLLECTOR

- 3.1 The TAX COLLECTOR has entered a contract to acquire the PREMISES.
- 3.2 The purchase price of the PREMISES under that contract is **\$800,000.00**.
- 3.3 To help the TAX COLLECTOR pay the purchase price for the PREMISES, the COUNTY will advance to the TAX COLLECTOR a lump sum of **\$800,000.00** subject to the further terms and conditions of this AGREEMENT.
- 3.4 The TAX COLLECTOR believes he will require approximately **\$50,000.00** to complete necessary due diligence to determine the suitability of the PREMISES to the purposes of housing the main offices and service center for the functions of the TAX COLLECTOR, inclusive of determining adequate parking.
- 3.5 The TAX COLLECTOR does not have sufficient revenues to complete this due diligence, and the COUNTY, through its Board of County Commissioners, has previously authorized expenditure of COUNTY funds to complete the TAX COLLECTOR'S due diligence. Those funds will be advanced by the COUNTY and be expended by the TAX COLLECTOR and, if the TAX COLLECTOR opts to close on the contract for purchase of the PREMISES, these advanced funds will also be subject to the further terms and conditions of this AGREEMENT.
- 3.6 Should the TAX COLLECTOR determine that the PREMISES are suitable for purpose and close on the contract for purchase of the PREMISES, it is estimated the TAX COLLECTOR will require an additional \$ _____ to complete renovation work to the improvements on the PREMISES and site and retention work to the parking lot and unimproved portions of the PREMISES to bring the PREMISES into suitable condition to accommodate the public and the TAX COLLECTOR'S operational needs.
- 3.7 The TAX COLLECTOR does not have sufficient revenues to complete this additional work. Such sums shall be paid by the COUNTY as they become due and necessary to complete the additional work required by the TAX COLLECTOR to make the PREMISES suitable for the TAX COLLECTOR'S purposes, but in no event shall such additional sums exceed \$ _____.
- 3.8 All monies to be advanced hereunder shall be transferred by appropriate budget amendment from the funds of the COUNTY (as identified by the COUNTY for such purpose) to the funds of the TAX COLLECTOR (as identified by the TAX COLLECTOR for such purpose). All expenditures to third parties shall thus be made by and through the funds and accounts of the TAX COLLECTOR.

4. COUNTY TO MAINTAIN PREMISES THROUGHOUT TERM

- 4.1 The TAX COLLECTOR is without staff or equipment suitable to provide facilities maintenance at the PREMISES such as but not limited to interior equipment maintenance, mowing, and landscaping (the “maintenance services”).
- 4.2 The COUNTY employs staff and owns and operates equipment for the maintenance of COUNTY-owned buildings and facilities.
- 4.3 As further consideration for the TAX COLLECTOR’S reimbursements to the COUNTY set forth below, the COUNTY shall provide ordinary maintenance to the PREMISES for the TERM OF THIS AGREEMENT at no additional cost to the TAX COLLECTOR.
- 4.4 Extraordinary maintenance or repairs to the PREMISES shall be the responsibility of TAX COLLECTOR and shall not be governed by this agreement. This provision shall not be construed to limit the ability of the PARTIES to later enter subsequent agreements for such purpose.
- 4.5 The PREMISES shall be insured in the same manner and under the same policies of coverage as other COUNTY-owned facilities. The PARTIES shall cooperate with one another and the COUNTY’S insurance providers to facilitate these policies. To the extent such coverage is unavailable under the COUNTY’S existing policies, then the COUNTY shall obtain additional coverage for the PREMISES and such amounts expended for said coverage shall be an additional sum advance by the COUNTY to the TAX COLLECTOR in the manner provided in Section 3.8 above.

5. REIMBURSEMENT TO THE COUNTY

- 5.1 For the TERM OF THIS AGREEMENT, at the end of each County Fiscal Year (October 1 though September 30), the TAX COLLECTOR shall report all excess funds and deliver the same to the Board of County Commissioners for the COUNTY, and such funds shall be applied as reimbursement to the COUNTY for its capital outlays made pursuant to this AGREEMENT.
- 5.2 Each such delivery of excess funds may be offset prior to delivery by any amount or amounts paid by the TAX COLLECTOR for the provision of utilities to the PREMISES. For purposes of this section, “utilities” include but are not limited to potable water, sewer/septic, stormwater, electric, natural gas, and telecommunications and Internet services. Such offsets are subject to verification by the COUNTY’S finance department.

6. DUE ON SALE, NO LIEN OR ENCUMBRANCE

- 6.1 In the unlikely event the TAX COLLECTOR shall sell the PREMISES for any reason

or for any sum during the term of this AGREEMENT, in such event the COUNTY shall be entitled to full reimbursement of all capital outlays made hereunder at the time of such sale at closing.

6.2 The TAX COLLECTOR shall incur no lien or other liability that would encumber the title to the PREMISES without the express written consent of the COUNTY. This is a material provision of this AGREEMENT, and but for this provision the parties would not make this AGREEMENT.

7. GENERAL PROVISIONS.

7.1 This AGREEMENT shall become effective immediately on the EFFECTIVE DATE and remain in effect throughout the TERM OF THIS AGREEMENT.

7.2 This AGREEMENT shall not be amended, revoked, or abandoned except through a written agreement approved by the TAX COLLECTOR, approved by a majority vote of the Board of County Commissioners of the COUNTY and executed by the COUNTY and filed with the clerk of the circuit court for Columbia County pursuant to Section 163.01(11), Florida Statutes.

7.3 The terms of this AGREEMENT shall survive the closing and/or conveyance of any real property as may be provided herein.

7.4 The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this AGREEMENT shall be the State of Florida, Circuit Court or County Court in and for Columbia County, Florida.

7.5 The PARTIES mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this AGREEMENT and agree to have any such actions decided by a judge alone, without a jury.

7.6 No provision of this AGREEMENT will be deemed for the benefit of the public generally nor for any persons or entities other than the TAX COLLECTOR and the COUNTY. Thus, there shall be no third-party beneficiary of this AGREEMENT.

7.7 The terms of this AGREEMENT have been negotiated between the PARTIES and shall not be construed against either PARTY as the drafter.

7.8 The PARTIES shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this AGREEMENT.

7.9 This AGREEMENT contains the entire agreement between the PARTIES and supersedes all prior oral and written contracts, agreements, or understandings between the PARTIES. Each PARTY represents and warrants to the other that no

may be entitled, at law or in equity.

7.16 Each PARTY may enforce the terms of this AGREEMENT at its discretion, but if a PARTY declines to exercise its rights under the terms of this AGREEMENT, such PARTY's forbearance shall not be construed to be a waiver by the PARTY of such term, or of any subsequent breach of the same, or any other term of this AGREEMENT, or of any of the PARTY's rights under the terms of this AGREEMENT. No delay or omission by a PARTY in the exercise of any right or remedy upon any breach of the terms of this AGREEMENT shall impair such right or remedy or be construed as a waiver. No PARTY shall be obligated to any member of the public or to any other person or entity, to enforce the terms of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals as of the date set forth below.

KYLE KEEN, Columbia County Tax Collector

Kyle Keen, Tax Collector

APPROVED upon motion, second and majority vote of the board of county commissioners of the COUNTY and EXECUTED on this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

BY: _____
Tim Murphy, Chair

ATTEST: _____
James M. Swisher, Jr., Clerk

Approved as to Form:

Joel F. Foreman,
County Attorney



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 2/13/2026 Meeting Date: 2/19/2026

Department: Purchasing

1. Nature and purpose of agenda item:

Awards 2025-15 for the 2025-2026 Annual Resurfacing - D3 project. This includes milling existing pavement of approximately 12,850 LF (2.43 miles) of +/- 20' wide roadways, finishing the milled surface, and placement of new asphalt pavement - 165 lbs/sy.

2. Recommended Motion/Action:

Approve awarding Bid 2025-15 to Anderson Columbia Co, Inc and approve the Construction Agreement in the proposed amount \$634,330.89

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 30380825413046

District No. 1 – Kevin Parnell
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: February 13, 2026

TO: Board of County Commissioners

FROM: Erica Jones, Purchasing Officer

RE: Agenda item for February 19, 2026
2025-15 2025-2026 Annual Resurfacing – District 3
(Live Oak Pl, Dogwood Ter, Emerald St, Edna Ct, Stanley Ct, Pine Forest,
Buchanan Dr, Friendship Way)

On February 12, 2026 three (3) submittals were received in response to 2025-15. Bids were opened and tallied on February 13, 2026; The submittals were determined to be qualified meeting all of the required specifications. (Bid Tabulation and Agreement attached)

Staff is recommending the Board to award 2025-15 to **Anderson Columbia Co. Inc.** and to approve the Construction Agreement.

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

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2025-15

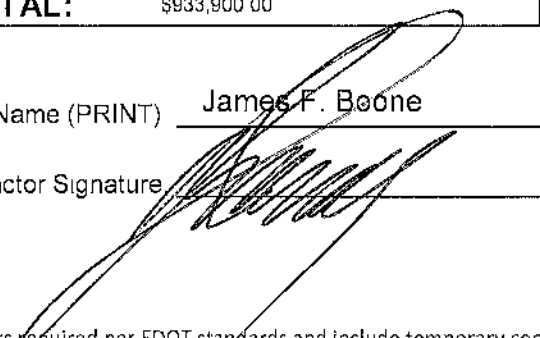
2025-2026 Annual Resurfacing – D3

NW Live Oak Pl, NW Dogwood Ter, SW Emerald Str, SW Edna Ct, SW Stanley Ct, SW Pine Forest Ct, SW Buchanan Dr, SW Friendship Way

BID PROPOSAL

THE UNDERSIGNED hereby proposes 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	\$93,000 00	\$93,000 00
2	Maintenance of Traffic	LS	1	83,000 00	83,000 00
3	Milling Existing Pavement (+/-1 5")	SY	31000	3 50	108,500 00
4	Borrow	CY	200	15 00	3,000 00
5	Asphaltic Concrete - SP 12 5 - Levelling	TN	100	240 00	24,000 00
6	Asphaltic Concrete - SP 12 5	TN	2600	200 00	520,000 00
7	Seed and Mulch	LS	1	6,500.00	6,500.00
8	Painted Pavement Markings	LS	1	88,400 00	88,400 00
9	Speed Humps	EA	5	\$1,500 00	\$7,500 00
TOTAL:				\$933,900 00	

Contractor Name (PRINT) James F. Boone
 Contactor Signature 

PAY ITEM NOTES

- MOT Shall include all elements required per FDOT standards and include temporary centerline/stop bar delineation at all non working times, stationing/offsets, and any edge of pavement reclamation where required
- Milling Existing Pavement Existing asphalt depths range from 1.0 to 2.0 inches. Milling shall be achieved with a milling machine or engineer approved equivalent.
- Borrow Shall be placed at direction of engineer
- Asphalt 12.5 Includes placement of SP 12.5 @ +/-1.65 lb/sy. To maintain level access to driveways, an apron shall be required at all driveway locations unless other directed by engineer and will be paid for under this item.
- Seed and Mulch Shall be placed at all disturbed areas not sodded, as directed by the Engineer.
- Painted Pavement Markings Shall include striping the roadway back to existing layout (double yellow if no existing) and shall include stop bars at all stop conditions, centerline/edgeline striping (2 coats each)
- Speed Humps Shall be installed at existing locations, as directed by the Engineer.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2025-15

2025-2026 Annual Resurfacing – D3

NW Live Oak Pl, NW Dogwood Ter, SW Emerald Str, SW Edna Ct, SW Stanley Ct, SW Pine Forest Ct, SW Buchanan Dr, SW Friendship Way

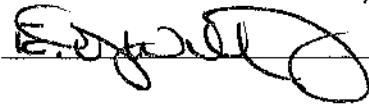
BID PROPOSAL

THE UNDERSIGNED hereby proposes 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	\$34,029.74	\$34,029.74
2	Maintenance of Traffic	LS	1	\$43,717.84	\$43,717.84
3	Milling Existing Pavement (+/-1.5")	SY	31000	\$2.47	\$76,570.00
4	Borrow	CY	200	\$42.98	\$8,596.00
5	Asphaltic Concrete - SP 12.5 - Levelling	TN	100	\$179.46	\$17,946.00
6	Asphaltic Concrete - SP 12.5	TN	2600	\$143.76	\$373,776.00
7	Seed and Mulch	LS	1	\$8,147.76	\$8,147.76
8	Painted Pavement Markings	LS	1	\$65,182.10	\$65,182.10
9	Speed Humps	EA	5	\$1,273.09	\$6,365.45
TOTAL:				\$634,330.89	

Anderson Columbia Co., Inc.

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

Contractor Signature: 

PAY ITEM NOTES

MOT

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

Milling Existing Pavement

Existing asphalt depths range from 1.0 to 2.0 inches. Milling shall be achieved with a milling machine or engineer approved equivalent.

Borrow

Shall be placed at direction of engineer

Asphalt 12.5

Includes placement of SP 12.5 @ +/-1.65 lb/sy. To maintain level access to driveways, an apron shall be required at all driveway locations unless other directed by engineer and will be paid for under this item

Seed and Mulch

Shall be placed at all disturbed areas not sodded, as directed by the Engineer.

Painted Pavement Markings

Shall include striping the roadway back to existing layout (double yellow if no existing) and shall include stop bars at all stop conditions, centerline/edge/line striping (2 coats each)

Speed Humps

Shall be installed at existing locations, as directed by the Engineer.

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 19 day of February, 2026 with Anderson Columbia Co., Inc. (the "Contractor") of P.O. Box 1829 Lake City, FL 32056 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2025-15 (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: \$ 634,330.89 (six hundred thirty four thousand three hundred thirty dollars and eighty nine 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 30 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, **FDOT Specifications** 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.

D. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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.

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.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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.

C. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

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

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

OR _____ (Printed Name)

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, s u c c e s s o r s 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: 2/13/2026 Meeting Date: 2/19/2026

Department: County Attorney

1. Nature and purpose of agenda item:

This item is an Agreement with Equipment Share to implement an economic incentive package previously approved by the County Commissioners. The Agreement includes:

- * 75% Tax Rebate on real property
- * 50% Tax Rebate on Tangible Property
- * Up to \$80,000 to construct a sewer main under US-90

2. Recommended Motion/Action:

Approve Economic Development Agreement with Equipment Share

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 304-2001-550.80-80

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2023 by and between **EQUIPMENT SHARE**, a Texas Corporation, whose mailing address is 5710 Bull Run Drive, Columbia, MO 65201 (the “**Company**”), and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address Post Office Drawer 1529, Lake City, Florida 32056-1529 (the “**County**”).

PREMISES FOR AGREEMENT

A. The Company intends to develop a commercial real estate project resulting in a substantial capital investment of approximately FIVE MILLION and 00/100 DOLLARS (\$5,000,000.00) in Columbia County (the “**Project**”). The Project will be constructed on all or a portion of an approximately 6-acre tract of land located on US 90 East in Columbia County, Florida (the “**Site**”).

B. The economy, including the work force of Columbia County, Florida, would greatly benefit from the location of a development such as the Project the Company proposes to construct in Columbia County on the Site, which would provide employment to residents and citizens of Columbia County, and include the potential for economic development, increased sales taxes, increased ad valorem taxes, non-ad valorem assessments, and general economic growth and revenues from such development and business operations and opportunities associated with the Project. It is the legitimate business and public policy of the local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development to alleviate unemployment and promote the local economy and the State through the location of new and expanded business within the County and the State.

C. The Company desires to construct the Project in the County, and in order to induce the County to provide incentives set forth in this Agreement, the Company has made estimates regarding its capital investment and growth potential for the Project as hereinafter set forth. In order to induce the Company to construct the Project on the Site and maximize potential returns of tax dollars to the County, the County has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between them by entering into this Agreement. The parties acknowledge that through compliance with this Agreement the resulting economic benefits to the Columbia County community will be substantial.

D. The parties acknowledge that the agreements and representations set forth herein may be subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement including, specifically, certain statutory and regulatory proceedings of the parties, and local and state governments.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, including the mutual covenants set forth herein,

the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **SITE AND PROJECT.** The Company agrees to develop the Site and Project as a lawfully, properly permitted commercial development including necessary infrastructure improvements and equipment for the Project and Site to expedite development of the Project and Site. Each building constructed on the Site will comply with all governing building codes and all uses allowed under the then-current zoning.

2. **COMPANY'S REPRESENTATIONS AND ASSURANCES.** As an additional incentive to the County for the performance of its obligations under the terms of this Agreement, the Company agrees as follows:

a. In reliance upon the incentives herein provided by the County, the Company shall, at no expense to the County, develop the Project for at least twenty thousand (20,000) square feet of commercial use on the Site in the aggregate ("**Occupancy Threshold**"). Such Project shall be substantially completed within four (4) years after the Company commences construction of the Project. For purposes of this Agreement, the term "substantially completed" shall mean at such time as the Company has submitted for a certificate of occupancy or temporary certificate of occupancy to be issued by the County for the Project, as certified by the parties.

b. Beginning on the date on which the Project is substantially completed, and for each year thereafter for the duration of the Term (as defined in Section 3.a. below) of this Agreement, the Company shall maintain a commercial use on the Site of no less than the Occupancy Threshold. For any calendar year in which the Company fails to maintain the Occupancy Threshold, the Company shall be ineligible to receive the incentives provided by this Agreement for such calendar year. The failure to maintain the Occupancy Threshold during any calendar year following the date the Project is substantially completed shall not operate to terminate this Agreement, but rather, this Agreement shall be lapsed during any such calendar year or years whereby the Company fails to achieve the Occupancy Threshold for such calendar year(s) during the Term of this Agreement and the Company shall be ineligible to receive the incentives provided by this Agreement for the year(s) of insufficient occupancy, but this Agreement shall continue to run for the entire term of this Agreement.

c. The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida.

d. The Company has all requisite power, authority, license, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this

Agreement has been duly executed and delivered for it by signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.

e. The Company and the County have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.

3. **ECONOMIC DEVELOPMENT INCENTIVES.** So long as the Company is not in default under this Agreement beyond any applicable notice and cure period, the County shall provide the Company with economic development incentives as follows:

a. Once the Project has been substantially completed as provided above, the County shall, for a period of six (6) years commencing with the first full calendar year in which the Parcels' tax assessed value reflects the added value of the development of the Project (the "**Term**"), rebate 75% of the County's portion of any AD VALOREM TAXES assessed and collected against REAL PROPERTY AND IMPROVEMENTS for the Parcel when compared to the Baseline Year (as defined below), and 50% of the County's portion of any TANGIBLE PROPERTY TAXES assessed for TANGIBLE PERSONAL PROPERTY assessed at the Parcel. For purposes of this Agreement, "**Baseline Year**" shall mean the County's portion of ad valorem taxes assessed against the Parcels as of July 1, 2023. The County shall rebate or refund to the Company only those sums actually paid by or on behalf of the owners of the Parcels or any portions of the Parcels, and this Agreement shall not be construed as abating or exempting the Parcels or any portion of the Parcels from ad valorem taxes. The County's obligation to rebate or refund such amounts shall not run with the land, but rather is a contractual right vested with the Company as long as it is not in breach of this Agreement beyond any applicable notice and cure period, and all taxes are paid timely or a default is timely cured during the Term of this Agreement.

b. Commencing with the first full calendar year in which the Parcels' tax assessed value reflects the added value of the development of the Project, the County shall remit the refund provided in Section 3.a. above for up to six (6) consecutive years so long as the Company:

- i) Substantially completes development of the Project at the Site for not less than the Occupancy Threshold at the Site; and
- ii) Maintains the Occupancy Threshold at the Site during the Term of this Agreement.

c. For any calendar year occurring after the Project is substantially completed in which the Company fails to maintain the Occupancy Threshold at the Site, the Company shall be ineligible to receive the rebate expressly provided under this Agreement; provided, however, such failure shall not operate to terminate this Agreement, but rather, this Agreement shall continue in full force and effect, such that for any year the

Company succeeds in maintaining the Occupancy Threshold, the rebate shall be available to the Company.

d. The Company shall only be rebated taxes actually and timely paid to the County for the Site for the subject tax year. No rebate shall be paid for taxes in arrears until such time as taxes are made current. The County shall pay the rebate specified herein within forty-five (45) days of receipt of taxes paid by the Company.

e. For purposes of this Agreement “**occupancy**” shall mean active operating occupancy by the Company and/or a third party having rights to use a defined quantity of square footage at the Site. For purposes of this Agreement “**active operating occupancy**” shall mean either (i) using, placing, occupying and/or housing of equipment, material, structures, personnel, etc. of the Company on the Site, or (ii) if the Site is occupied by a third-party, that such occupant is (A) open for business, or (B) employees of such occupant are present on the Site on a regular basis performing pre-opening activities, which may include making improvements to the Site, interviewing and hiring employees and preparing to open for business. The Site shall not be considered occupied if there is no agreement effective and binding on the Company and its occupant for a period of thirty (30) consecutive days or longer during any calendar year, or if an agreement is effective, but not “active operating occupancy” as defined above for a period of thirty (30) consecutive days during any calendar year.

f. As an additional incentive, the County will reimburse the Company up to \$80,000 for the construction of the sewer main, extending the City of Lake City’s service to the western side of US Hwy 90. Said sum shall be paid directly to the Company after construction has been completed.

4. **AMENDMENT.** This Agreement may only be amended in a writing signed by both the Company and the County.

5. **NOTICES.** Any notices required or permitted to be given under this Agreement shall be delivered by hand, by e-mail providing a transmission receipt or delivered by a nationally recognized overnight delivery service, and addressed as described above in the opening paragraph; notices shall be deemed effective only upon receipt or refusal of delivery or, if by e-mail sent after 5:00 p.m. on the next ensuing business day after transmission.

6. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

7. **DEFAULT AND REMEDIES.** In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the “**Breachee**”), the Breachee shall notify in writing the party committing the breach (the

“Breacher”). The Breacher shall have forty-five (45) days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such breach is not cured or a plan for cure is not provided within such forty-five (45) day cure period, then the portions of this Agreement pertaining to the Breachee’s obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party shall use its best efforts to give notice to the other party. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party’s proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.

8. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon Company’s right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

9. **LIMITATION ON ASSIGNMENT.** Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent and approval of the other party, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no consent of the County shall be required for the Company to fully assign its interest in this Agreement to its parent, subsidiary or affiliate, or an entity owned in part or in whole by or controlled the Company. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

10. **OTHER.**

a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and

shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.

e. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. Facsimile and .pdf scanned signatures are acceptable under this Agreement and shall be deemed to be originals.

g. Except as otherwise provided herein, each of the parties shall pay all reasonable fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successor and permitted assigns. Notwithstanding the foregoing, it is the intent of the parties that tax rebates / refunds shall continue to be delivered to and inure to the benefit of and be enforceable by the Company after any permitted assignment by the Company unless otherwise agreed in writing.

i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.

j. All exhibits attached hereto are incorporated herein by reference.

k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.

11. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability. Neither party shall be liable to the other party for indirect, consequential, punitive or special damages.

12. **ATTORNEY FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this agreement. Should either party thereafter file suit to enforce any provisions of this Agreement, then the prevailing party in such litigation shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.

13. **VENUE.** The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be Columbia County, Florida.

14. **EFFECTIVE DATE.** The effective date of this Agreement, for purposes of performance hereunder, shall be the date when the last one of the County or the Company has signed this Agreement, as stated on the signature page.

16. **CONSTRUCTION.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

17. **HEADINGS AND GENDER.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

[Signatures appear on following pages.]

Signed, sealed and delivered
in the presence of:

EQUIPMENT SHARE

Witness

By: _____,
_____, Chairman

Print or Type Name

ATTEST: _____
James M. Swisher, Jr.
Clerk of Court

Witness

(SEAL)

Print or Type Name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____, as Chairman of the **BOARD OF COUNTY
COMMISSIONERS, COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is
personally known to me.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: _____,
_____, Chairman

Print or Type Name

ATTEST: _____
James M. Swisher, Jr.
Clerk of Court

Witness

(SEAL)

Print or Type Name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as Chairman of the **BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month 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: 9/28/2023 Meeting Date: 10/5/2023

Department: Economic Development

1. Nature and purpose of agenda item:

Budget Amendment to move \$225,000 in the Economic Development Fund from Reserve for Future Projects to Professional Services for 2 projects.

1. I-75/SR-47 - \$125,000 for County's portion of design of force main extensions to cross SR-47 on each side of interstate exchange. As the City and the County wait to hear about the Florida Jobs Growth Grant for the construction funds, the City wishes to proceed with completing the design. This represents half of the cost of the design.

2. Extend wastewater under US 90 for Project Forklift for \$100,000 based upon estimate provided by the City.

2. Recommended Motion/Action:

Approve BA 24-02

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 24-02 using fund(s) 304-ECONOMIC DEVELOPMENT.

FROM:	TO:	AMOUNT:
304-8400-584.90-94 RESERVES/FUTURE ENHANCEMENT	304-2000-552.30-31 OPERATING EXPENDITURES/PROFESSIONAL SERVICES	\$225,000.00

**THIS ITEM WAS APPROVED WITHOUT EXCEPTION BY THE BOARD OF
COUNTY COMMISSIONERS ON
10/5/2023**

**CITY OF LAKE CITY
STATE ROAD 47 INFRASTRUCTURE EXTENSIONS
DESIGN AND PERMITTING SERVICES
JONES EDMUNDS OPPORTUNITY NO. 95110-313-22
JULY 20, 2023**

BACKGROUND

The City of Lake City has prioritized reducing nutrient loading to the Lower Sante Fe and Ichetucknee Rivers and Springs. A series of wastewater improvement projects south of the City have been identified to address pollution concerns in environmentally sensitive areas. These projects extend sewer mains, reduce the number of on-site sewage treatment and disposal systems (OSTDSs) also known as septic tanks, and reduce overall nutrient loading.

SCOPE OF SERVICES

The Jones Edmunds Team (Design Team) has been tasked with designing and permitting a further expansion of the City's centralized wastewater collection and transmission system near the I-75/State Road 47 (SR-47) interchange. The *SR-47 Infrastructure Extensions Project* will include new water, wastewater, and natural gas services. The following proposed infrastructure extensions are included in this project Scope of Services:

- North Force Main (FM) Extension:
 - Approximately 700 linear feet (LF) of 6-inch FM from the lift station (LS) on SW Ring Court to the east side of SR-47. The new FM will manifold into the existing LS's discharge FM on SW Ring Court.
- South Infrastructure Extensions:
 - Approximately 3,000 LF of 8-inch FM and 4-inch natural gas main from the intersection of SW Windswept Glen and SW Arrowhead Terrace, along County Road (CR) 242A, to the east side of SR-47.
 - Approximately 1,200 LF of 12-inch water main from the intersection of SW Arrowhead Terrace and CR-242A to the east side of SR-47.

TASK 1 – DESIGN

The Design Team will work with City staff during the design process to accomplish the tasks described below.

TASK 1.1 – PROJECT MANAGEMENT

Kickoff Meeting: The Design Team will schedule a Kickoff Meeting within 14 days of receiving a Notice to Proceed to discuss various topics with the City including, but not limited to, the following:

- Identify the roles and responsibilities of the Design Team and City staff.
- Establish the project schedule.

- Develop a coordination and communication plan.
- Discuss project goals and critical success factors.
- Discuss design elements, City standards, and level-of-design expectations for each deliverable.

After the Kickoff Meeting, the Design Team will hold monthly Progress Meetings with the City for the duration of the design phase. We will communicate with the City via telephone, email, and written correspondence as needed.

City Responsibility: Make pertinent staff available to meet with the Design Team and assign a Project Manager.

Design Team Deliverables: An agenda for the Kickoff Meeting and meeting minutes for distribution to City staff as documentation of the proceedings.

TASK 1.2 – PRE-DESIGN

The Design Team will perform a field investigation along the proposed pipeline routes to verify the presence of wetlands and endangered/listed species and perform an initial GT survey. This effort will be limited to reviewing publicly available data and 1 day of site investigation to verify wetland boundaries, identify endangered/listed species, and ascertain approximate GT burrow density. If GTs are present, approximate locations will be flagged, global-positioning system (GPS)-located, and identified on a map. The results of the field visit will be documented in a Pre-Design Technical Memorandum (TM) and will be used as needed in the design and permitting of this project.

A survey and geotechnical investigation were previously conducted for the *North FM Extension* project area during the now-complete *SR 47/I-75 Wastewater Improvements Project* design phase. The geotechnical investigation was completed in June 2020, and surveying was completed in August 2020. Therefore, additional survey and geotechnical work for this project will only be performed for the *South Infrastructure Extensions* project area.

The Design Team includes JCH Consulting, Inc. for performing a utility survey, topographic survey, and utility locates within the limits of the proposed utility routes that will include but are not limited to:

- Property lines, easement lines, and right-of-way (ROW) lines within the survey limits, including any proposed ROW lines in areas of future road improvements.
- All aboveground utilities and structures, fencing, roads/pavement, driveways, sidewalks, power poles, panels, tree lines, etc., within the survey limits.
- Any wetland delineation or GT flags placed during the Design Team field investigation.

The Design Team also includes GSE Engineering and Consulting, Inc. to perform geotechnical investigations along the proposed utility routes. The work will consist of two standard penetration tests (SPTs) on either side of each directional drill location, shallow SPTs along any deep utilities, and hand-auger borings approximately every 500 feet along the rest of the utility route.

City Responsibility: Make pertinent staff available to review the proposed utility routes and key decision makers that can assist with any identified conflicts, issues, or mitigation strategies.

Design Team Deliverables: A Pre-Design TM summarizing the field investigation findings, including a geographic information system (GIS) map identifying approximate wetland boundaries and GT locations along the utility route for the City's review and approval before authorizing the geotechnical exploration and survey work. One electronic signed-and-sealed copy of the geotechnical report and the survey will be provided once they are approved by the Design Team Engineer of Record (EOR).

TASK 1.3 - DESIGN SERVICES

The Design Team will prepare incremental design documents for the *North FM Extension* and *South Infrastructure Extensions*. We will progress through each review stage followed by conducting a video teleconference with the City to collaborate and confirm project elements.

We expect the Drawings to include the following sheets:

- Title Sheet
- Legend, Index, and Abbreviations
- General Notes
- Key Map
- Two Existing Conditions and Geometry Plans
- Five Water/Wastewater Plan Sheets
- Two Water/Wastewater Profile Sheets
- One Potable Water Profile Sheet
- Three Gas Plan Sheets
- One Gas Profile Sheet
- Two Horizontal Directional Drill (HDD) Sheets
- General Details
- Water Details
- Sewer Details
- Gas Details
- Erosion Control Details

City Responsibility: Make pertinent staff available to meet with the Design Team, review submittals, provide feedback in 2 weeks or less, provide requested information within 7 days, and provide the Design Team with access to the site.

Design Team Deliverables: The Design Documents consisting of Design Drawings, Technical Specifications (including front ends provided by Jones Edmunds), and cost estimates at the following intervals:

- 60% Design Drawings and draft Technical Specifications consisting of PDFs.
- Final Design Drawings, Final Technical Specifications, and an Engineer's Opinion of Probable Construction Cost (EOPCC) consisting of PDFs.
- Issue for Construction (IFC) Documents consisting of PDFs.

- Two sets of final, signed-and-sealed, half-size (11-inch-by-17-inch) Design Drawings and two sets of bound, signed-and-sealed Technical Specifications.

TASK 1.4 – BIDDING SERVICES

The Design Team will provide the following support services:

- Attend a pre-bid meeting.
- Answer questions received from bidders regarding the Design Drawings and Technical Specifications.
- Draft up to two addenda.
- Attend the bid opening.
- Review bids.
- Check general conformance with the public solicitation requirements.
- Provide Engineer's bid evaluation letter.
- Issue conformed Contract Documents.

City Responsibility: Make pertinent staff available for meetings, advertise the public solicitation, distribute the public solicitation, track the public solicitation, post any addenda, host meetings, award bids, final review of submitted bids, evaluate available budgets/funding, and contracting.

Design Team Deliverables: An Engineer's evaluation of qualified bidders, conformed documents, and meeting minutes for distribution to City staff as documentation of the proceedings.

TASK 2 – PERMITTING

FDEP, the Florida Department of Transportation (FDOT), and Columbia County will need to review the project. The Design Team will schedule and attend a pre-application meeting with FDOT to discuss the project concepts and confirm permitting requirements.

The Design Team will use the approved 60% Design Drawings to prepare the permit applications to FDEP, FDOT, and the County. We will prepare the permit documents for the City's signature and submit the permit applications.

City Responsibility: The City will sign the permit applications and pay the application fees.

Deliverables:

- FDEP *Domestic Wastewater Collection/Transmission System* permit application package.
- FDEP *Environmental Resource Permit* general permit application package.
- FDOT *Utility Permit* application package.
- County *ROW Permit* application.

One Request for Additional Information (RAI) response to the above agency submittals are included. Permit fees are not included in the Fee Estimate. If wetlands are impacted by project construction, a *Section 404 General Permit* may be required. A *Section 404 General Permit* is not included in this Scope of Services and Fee Estimate.

SCHEDULE

This project is expected to begin within 2 weeks of receipt of a signed Notice to Proceed. Table 1 summarizes the expected project milestone schedule.

Table 1 Expected Project Milestone Schedule

Task	Duration
Task 1 – DESIGN	
▪ Kickoff meeting	14 days
▪ Pre-Design TM	30 days
▪ Design Services	
▪ 60% Design Plans and Specifications	90 days
▪ Final Documents and Specifications; Draft Permit Applications	60 days
▪ IFC Documents	30 days
▪ Bidding Services	90 days
Task 2 – PERMITTING	Included in Task 1

COMPENSATION

Services included under this Scope of Services will be invoiced on a lump-sum, percent complete basis as described in the Basic Contract for Professional Consulting Service for a total fee of \$248,300 as described in Table 2.

Table 2 Task Fees

Tasks	Fee
Task 1 – Design	\$238,100
Task 2 – Permitting	\$10,200
Total	\$248,300

EXCLUSIONS AND CONDITIONS

All items included in this Scope of Services are specifically listed in this document. The following are specific exclusions to and conditions of this Scope of Services:

- Permitting fees are excluded and assumed to be paid directly by the City.
- Groundwater remediation services are excluded.
- Federal Emergency Management Agency (FEMA) flood map revisions are excluded.
- Land and easement acquisition services are excluded.
- The City shall take 2 weeks or less for deliverable reviews.
- Design of utility mains will be presented in plan-view only except for connection points, areas of significant utility conflict, and any HDD locations.
- The City will coordinate with Columbia County regarding any activities related to zoning, comprehensive planning, fire department approvals, building permitting approvals, and easement acquisition.
- Landscape plans are excluded.
- Wetland mitigation design and permitting are excluded.
- GT permitting and relocation are excluded.
- Archaeological surveying and permitting are excluded.
- The project site is assumed to be free of soil and groundwater contamination or other unsuitable materials.
- A tree removal and/or mitigation permit, if required, will be obtained by the Contractor.
- Water use permitting required by the Suwannee River Water Management District (SRWMD) for dewatering activities is excluded; if required, the Contractor will obtain any necessary dewatering permits.
- Revisions to the Design Plans and Technical Specifications due to a change in existing conditions at the site during design are excluded.
- Changes to the approved pipeline route will require additional scope and fee.
- Lift station design and permitting are excluded.



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

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Today's Date: 2/13/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Requesting to set a community open house/workshop for the Overlay Corridor on March 25, 2026. Additionally, the Board discussed a possible workshop at the January 15, 2026 meeting.

2. Recommended Motion/Action:

Approve workshop dates and times.

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: 2/13/2026 Meeting Date: 2/19/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

A water main in the Town of Fort White failed and the North Florida Utility Authority, along with the County, had to make emergency repairs. This item is the reimbursement to North Florida Utility Authority for emergency repairs, minus the sales tax

2. Recommended Motion/Action:

Approve Reimbursement

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 405-1000-511.81-83



North Florida Water Utilities Authority

Shannon Roberts, Executive Director

February 13, 2026

David Kraus
Columbia County Manager

David,

NFWUA has responded to three separate incidents to complete emergency repairs in various locations. The first repair occurred in Ft. White and resolved an issue with a 10-inch water main leak, and the remaining two repairs were related to a damaged valve and fire hydrant to the 12-inch Ellisville to Ft. White water main along US Highway 441 and CR-18.

Emergency Repair Invoices for Columbia County					
Company	Invoice Date	Invoice #	Amount	Comment	Project
Fortiline Waterworks	1/8/2026	7208532	\$ 4,218.31	Repair materials	Ft. White emergency repair of 10" main
Fortiline Waterworks	1/14/2026	7217637	\$ (986.85)	Credit for returned materials	
			\$ 3,231.46		
D&B Heavy Equipment	1/31/2026	2759	\$ 7,143.75	Repair materials and labor	CR-18 emergency repair of broken water main valve box
			\$ 7,143.75		
D&B Heavy Equipment	1/31/2026	2760	\$ 2,500.00	Repair materials and labor	US-441 emergency repair of damaged fire hydrant valve and pad
			\$ 2,500.00		
Total Amount			\$ 12,875.21		

It is important to note that two repairs had clear indications of vehicles causing damage to the water distribution infrastructure.

- The valve on CR-18 appears to have been damaged by an extremely heavy vehicle crushing it or digging into it. It was confirmed that a Public Works crew worked in the area in very close proximity.
- The fire hydrant on US-441 appears to have been damaged by a private water truck driving over the concrete pad to obtain water from the hydrant. NFWUA recommends the pursuit of party inflicting the damage and recouping the cost of these repairs.

Because NFWUA does not have funds to directly pay for these repairs and Columbia County has agreed to fund emergency repairs on their utility systems, this collection of invoices is being passed along to the County for payment processing.

I appreciate your attention in the matter and contact me with any follow up questions.

Very truly yours,



Shannon Roberts, Executive Director

FORTILINE WATERWORKS

INVOICE

INVOICE NUMBER: 7208532
 BILL OF LADING:
 INVOICE DATE: 1/08/26
 DUE DATE: 2/06/26

15850 Dallas Pkwy
 Dallas, TX 75248
 Payment Inquiries 704-788-9800

RECOMMEND FOR APPROVAL
 BY UTILITIES DIRECTOR
 SIGNATURE: *[Signature]*
 DATE: 2-3-26

Please Remit Payment To:
 FORTILINE, INC
 PO BOX 744053
 ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

Warehouse:
 FORTILINE LAKE CITY
 3847 S US HWY 441
 LAKE CITY, FL 32025
 Telephone: 386-492-9100

SOLD TO
 1253 1 MB 0.672 ** E0001X 1001 D14837737804 S2 P10969975 0001:0001

Fort White Water main emergency Repairs SHIP TO



NORTH FLORIDA WATER UTILITIES
 PO BOX 1266
 LAKE CITY FL 32056-1266

Customer Pickup

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
070		7208532	Pickup	242521	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
			D2B	2/06/26	1/06/26		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
1040	10" SCH40 PVC PIPE BE - Returned See Attached credit sheet.	FT	20	20	0	7.2000	144.00
MIL48005202	TORCH SAWZALL 9" REC SAW BLADE	EA	1	1	0	13.0000	13.00
WF30014X100	ORANGE BARRIER FNC 3001 4'X100	RL	1	1	0	20.0000	20.00
10RALG	10" MJ REGULAR ACC LESS GLAND 4 returned see Attached credit sheet	EA	10	10	0	51.0000	306. - 518.00 204.00
SLCE10	10" ONE-LOK MJ REST PVC SLCE10	EA	6	6	0	140.0000	840.00
104000HDSG	10"STAR GRP MJ REST PVC 4000HD	EA	4	4	0	140.0000	560.00
10MS	10" MJ LONG SLEEVE C153	EA	2	2	0	302.0000	604.00
1018B	10" C900 DR18 PIPE BLUE	FT	20	20	0	32.3000	646.00
MIL48005787	MILW 9" SAWZALL METAL 5PK BLADE	EA	1	1	0	17.0000	17.00
10TALG	10" TRANS ACCESSORY L/GLAND - Returned See Attached Credit sheet	EA	10	10	0	57.0000	570.00



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments, View, and Download Invoices and Statements.

AMOUNT DUE	\$3,924.00
TAX	\$294.31
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$4,218.31

Adjusted 3006. -

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

FORTILINE
TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortiline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortiline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortiline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.



CREDIT MEMO

INVOICE NUMBER: 7217637
 BILL OF LADING:
 INVOICE DATE: 1/14/26
 DUE DATE: 2/12/26

Please Remit Payment To:
 FORTILINE, INC
 PO BOX 744053
 ATLANTA, GA 30374-4053

Federal Tax ID# 57-0819190

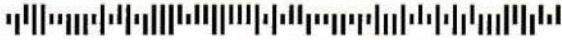
Warehouse:
 FORTILINE LAKE CITY
 3847 S US HWY 441
 LAKE CITY, FL 32025
 Telephone: 386-492-9100

15850 Dallas Pkwy
 Dallas, TX 75248
 Payment Inquiries 704-788-9800

SOLD TO
 542 1 MB 0.672 E0116X I0200 D14847952395 S2 P10973395 0001:0001

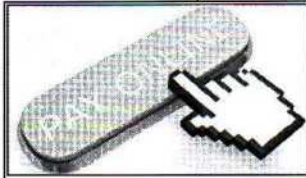
SHIP TO

Customer Pickup



NORTH FLORIDA WATER UTILITIES
 PO BOX 1266
 LAKE CITY FL 32056-1266

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
070	7208532	7217637	Pickup	242521	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
			D2B	2/12/26	1/12/26		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
	Reference Invoice No.7208532						
1040	10" SCH40 PVC PIPE BE REASON: AFFECT INVENTORY	FT	-20	-20	0	7.2000	-144.00
10TALG	10" TRANS ACCESSORY L/GLAND REASON: AFFECT INVENTORY	EA	-10	-10	0	57.0000	-570.00
10RALG	10" MJ REGULAR ACC LESS GLAND REASON: AFFECT INVENTORY	EA	-4	-4	0	51.0000	-204.00



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments, View, and Download Invoices and Statements.

AMOUNT DUE	-918.00
TAX	-\$68.85
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	-\$986.85

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

FORTLINE

TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

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Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

INVOICE

D&B Heavy Equipment Inc.
16712 County Road 252
Live Oak, FL 32060

dandbheavyequipment@gmail.com
+1 (386) 209-6090

Bill to
North Florida Water Utilities Authority
PO Box 1266
Lake City, FL 32056

Ship to
North Florida Water Utilities Authority
PO Box 1266
Lake City, FL 32056

Invoice details

PO#: Gate Valve replacement - CR18 W

Invoice no.: 2759
Terms: Due on receipt
Invoice date: 01/31/2026
Due date: 01/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/28/2026	Construction Services	Install 12" gate valve, box, and sleeve daily rate - Equipment and Labor only	1	\$2,500.00	\$2,500.00
2.	01/28/2026	Construction Services	MATERIALS	1	\$4,643.75	\$4,643.75
3.			Required work due to damage by others. NOTE: Found hole in valve. It appeared something hit valves & valve box causing in line valve to break. Damaged by duel wheeled truck to bust valve. All repaired.			
4.			See attached worksheet provided on site inspector, Ken Sweet. See attached quote for required materials.			

Total

\$7,143.75

Ways to pay

 BANK

Pay online or mail check to:
D&B Heavy Equipment Inc.
16712 CR 252
Live Oak, FL 32060

View and pay

INVOICE

D&B Heavy Equipment Inc.
16712 County Road 252
Live Oak, FL 32060

dandbheavyequipment@gmail.com
+1 (386) 209-6090

Bill to
North Florida Water Utilities Authority
PO Box 1266
Lake City, FL 32056

Ship to
North Florida Water Utilities Authority
PO Box 1266
Lake City, FL 32056

Invoice details

Invoice no.: 2760
Terms: Due on receipt
Invoice date: 01/31/2026
Due date: 01/31/2026

PO#: FHA repair - US441 S of CR18 E

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/28/2026	Construction Services	Repair valve and concrete pads for FHA on 441 just south of CR18 East. Service Call Daily Rate	1	\$2,500.00	\$2,500.00
2.			Damage caused by heavy drill rigs getting water from FHA Contractor: Shilo working for Cox Cable			
3.			See attached work sheet from on site inspector, Ken Sweet			


Total **\$2,500.00**

Ways to pay

BANK

Pay online or mail check to:
D&B Heavy Equipment Inc.
16712 CR 252
Live Oak, FL 32060

[View and pay](#)

RECOMMEND FOR APPROVAL
BY UTILITIES DIRECTOR
SIGNATURE: 
DATE: 2-12-26

002-533.462