

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

SECOND PAGE

JUNE 17, 2010

(Continued)

- (12) External Budget Amendment – Solid Waste Department – BA #09-24
– Repairs and Maintenance - \$15,000.00**
- (13) Human Resource – Request Permission to Recruit – Program
Specialist – Public Library**
- (14) Sheriff's Office – Task Force Grant Application 2010-2011- Multi-
Jurisdictional Task Force # 14 - \$56,458.00**
- (15) Agreement – TRITECH Emergency Medical Systems/Columbia
County Fire/Rescue – Billing Software Technical Support Agreement**
- (16) Agreement – AECOM (CSX Transportation)/Columbia County Board
of County Commissioners – New Overhead Bridge over CSXT, DOT
#928 664 F – Construction Agreement**

CONSENT AGENDA

SECOND PAGE

Honorable Ronald W. Williams, Chairman

DISCUSSION AND ACTION ITEM:

- (1) Revision of Purchasing Policy & Procedures – 5% Bid
Preference**
- (2) Request to Authorize New Positions**

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#12



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

BUDGET AMENDMENT
2009-2010

NUMBER: BA-09-24


DATE: June 11, 2010

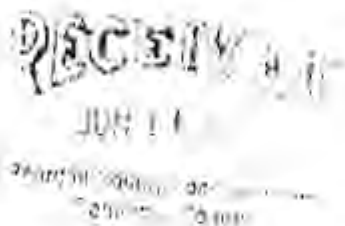
FUND: Landfill

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
401.8400.584.9099 Contingency	401.3400.534.3046 Repairs & Maint.	\$15,000.00

DESCRIPTION: To finish out the year.

REFERENCE:

REQUESTED BY: Bill Lyeon, Landfill 



BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

**Board of County
Commissioners**

Memo



To: Dale Williams
From: Michele Crummitt
CC: Recruiting File
Date: 6/14/2010
Re: Program Specialist (Library)

Library Director Paulson is requesting permission to recruit a Program Specialist. This budgeted position has become vacant due to a recent in-house promotion. Please place on the Board agenda for approval. Thank you.

RECEIVED
JUN 14 2010
Board of County Commissioners
Columbia County

#14



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288

www.columbiasheriff.com

To: Ron Williams
Board of County Commissioners

From: Mark Hunter

Date: June 11, 2010

Reference: Task Force Grant Application 2010-2011

Attached for review is information pertaining to the Multi-Jurisdictional Task Force #14 grant. This is a continuation grant funded under the JAG/Byrne program and is under the direction of FDLE.

The CCSO will utilize the funding provided by this grant to enhance and upgrade undercover task force equipment (Section 4, page 2 of 3) as well as to offset a portion of the Task Force Commander's salary (Section 4, pg 1 of 3).

There are no matching fund requirements for this grant.

If you need any additional information please feel free to contact me.

A handwritten signature in black ink that reads "Mark Hunter".

Mark Hunter
Sheriff

RECEIVED
JUN 11 2010

Board of County Commissioners •
Columbia County

June 15, 2010

Mr. Clayton H. Wilder
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the County approves the distribution of \$94,096.00 of Federal Fiscal Year 2010 Edward Byrne Memorial JAG Program funds for the following projects within Columbia County:

Columbia County Board Of County Commissioners	Multi-Jurisdictional Task Force	\$56,458.00
City of Lake City	Multi-Jurisdictional Task force	\$37,638.00

Sincerely,

Ronald Williams
Chairman of the Board
Columbia County Bd of Co. Commissioners

RW/pcm

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Subgrant Recipient

Organization Name: Columbia County Board of Commissioners

County: Columbia

Chief Official

Name: Ronald Williams

Title: Chairman

Address: Post Office Drawer 1529

City: Lake City

State: FL **Zip:** 32055

Phone: 386-758-1006 **Ext:**

Fax: 386-758-2182

Email: lisa_roberts@columbiacountyfla.com

Chief Financial Officer

Name: Dewitt Cason

Title: Clerk of Court

Address: Post Office Box 1529

City: Lake City

State: FL **Zip:** 32056

Phone: 386-758-1005 **Ext:**

Fax: 386-758-1094

Email: pdcason@columbiaclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Implementing Agency

Organization Name: Columbia County Sheriff's Office

County: Columbia

Chief Official

Name: Mark Hunter

Title: Sheriff

Address: 4917 US 90 East

City: Lake City

State: FL **Zip:** 32055-6288

Phone: 386-758-1104 **Ext:**

Fax: 386-754-7001

Email: sheriffhunter@columbiasheriff.com

Project Director

Name: Mark Hunter

Title: Sheriff

Address: 4917 US 90 East

City: Lake City

State: FL **Zip:** 32055-6288

Phone: 386-758-1104 **Ext:**

Fax: 386-754-7001

Email: sheriffhunter@columbiasheriff.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Project Information

Project Title: MULTI-JURISDICTIONAL TASK FORCE #14
Subgrant Recipient: Columbia County Board of Commissioners
Implementing Agency: Columbia County Sheriff's Office
Project Start Date: 10/1/2010 **End Date:** 9/30/2011

Problem Identification

Problem Identification

Drug use in Columbia County is a continuing problem primarily because of two inter-states that run through the county. There is I-75 north and south and I-10 east and west, crossing each other within Columbia County's borders. In addition, hwy 441 and hwy 90, also contribute significant traffic. Because Columbia County is just south of the state border, it and the County Seat, Lake City, have been called the Gateway to Florida.

Drugs are being transported into Florida by these same roadways giving drug dealers free access to meet in Columbia County to make drug transactions and be able to travel on an interstate or highway in any direction. There is a high flow of illegal drugs coming to Columbia County and an increasing number of drug dealers have been identified around motels near I-75.

Despite two major interstates going through it, there are still vast rural areas in Columbia County that make it a prime location for Meth-amphetamine dealers who target these secluded areas to set up their labs and a significant increase of such activity has been observed in the last several years. While dealing with the problems of methamphetamine, cocaine and marijuana, there also appears to have been growth in the use of other dangerous drugs such as Oxycontin and Ecstasy.

In addition to the major highways bisecting the county, which help to bring drugs into the area, there has been a continued increase in population resulting growth in the demand for illegal substances.

Columbia County continues to fight drugs on all levels with designated teams to fight drug problems at their sources. There is one team that works the interstates to deal with drugs coming into and leaving the area. The Multi-Jurisdictional Task Force works to fight against the drug dealers on all fronts, managing both short and long term drug investigations of all types.

Project Summary

Project Summary

The Columbia County Multi-Jurisdictional Task Force consist of (1) Sergeant and two deputy sheriffs. This organizational structure allows for a command level deputy sheriff to interact with other local, state and federal agencies involved in this effort. It also provides for an on scene supervisor to ensure the adherence to proper investigative

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

procedure.

The Multi-Jurisdictional Task Force works with the Federal Drug Enforcement Agency, Florida Department of Law Enforcement and the Lake City Police Department to maximize the use of available resources to combat the sale, manufacture and transportation of illegal drugs into the community. Direct lines of communication, as well as regularly scheduled strategy meetings have been established between all agencies to further ensure that our common goals and objectives are met.

Drug violations on all levels will be targeted from the street level dealer to the complex drug organizations. While the primary duties of the Multi-Jurisdictional Task Force will be long term drug investigations they will also be instrumental in instructing patrol officers in effective counter drug patrolling techniques. As a result of this training task force officers will be on call to respond to a patrol officer as the need arises.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: D - Personnel - Employ Personnel

Objectives and Measures

Objective: 24.D.SI - Percent of departments that report desired efficiency or desired program quality

Measure: Part 2

Number of departments that will report desired efficiency

Goal: 1

Measure: Part 3

Number of departments that will report desired program quality

Goal: 1

Measure: Part 1

Total number of departments to use JAG funds to hire new personnel, retain personnel, or for overtime hours

Goal: 1

Objective: 53.D.SI - Type of retained personnel paid with JAG funds

Measure: Part 1

Number of retained law enforcement personnel to be paid with JAG funds

Goal: 1

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

State Purpose Area: TF - Projects that involve a formal agreement between two or more agencies to cooperate in addressing a specific type of crime, typically drug enforcement, gang enforcement, or violent crime enforcement

Activity Description

Activity: Task Force

Target Group: Task Force

Geographic Area: Rural

Location Type: County-Wide

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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Objectives and Measures

Objective: 64.TF - Number of new investigations initiated

Measure: Part 1

How many new investigations will be initiated during the grant period?

Goal: 75

Objective: 65.TF - Number of judicial search warrants served

Measure: Part 1

How many federal judicial search warrants will be served during the grant period?

Goal: 2

Measure: Part 2

How many state judicial search warrants will be served during the grant period?

Goal: 20

Objective: 66.TF - Total number of individuals (including gang members) arrested based on task force activity during the reporting period

Measure: Part 1

How many individuals (including gang members) will be arrested for felonies based on task force activity during the grant period?

Goal: 75

Measure: Part 2

How many individuals (including gang members) will be arrested for misdemeanors based on task force activity during the grant period?

Goal: 50

Objective: 67.TF - Total number of GANG MEMBERS ONLY arrested based on task force activity during the reporting period

Measure: Part 1

How many gang members will be arrested for felonies based on task force activity during the grant period?

Goal: 0

Measure: Part 2

How many gang members will be arrested for misdemeanors based on task force activity during the grant period?

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Objective: 68.TF - Drug amounts seized in kilograms (KG) during the reporting period.
Remember that 1000g = 1 kg. Answer should be provided in kg.

Measure: Part 1

How many kilograms of heroin will be seized during the grant period?

Goal: 0

Measure: Part 2

How many kilograms of Cocaine (powder) will be seized during the grant period?

Goal: 1

Measure: Part 3

How many kilograms of crack cocaine will be seized during the grant period?

Goal: .5

Measure: Part 4

How many kilograms of commercial-grade marijuana will be seized during the grant period?

Goal: 5

Measure: Part 5

How many kilograms of hydroponic marijuana will be seized during the grant period?

Goal: 1

Measure: Part 6

How many kilograms of methamphetamine will be seized during the grant period?

Goal: .25

Measure: Part 7

How many kilograms of methamphetamine ice will be seized during the grant period?

Goal: .25

Measure: Part 8

How many kilograms of Ecstasy (MDMA) will be seized during the grant period?

Goal: 0

Measure: Part 9

How many kilograms of other drugs will be seized during the grant period?

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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Goal: 0

Objective: 69.TF - Drug amounts, in kilograms (kg), seized in clandestine drug labs during the reporting period. Remember that 1000g = 1kg. Answer should be reported in kg.

Measure: Part 1

How many kilograms of heroin will be seized in clandestine drug labs during the grant period?

Goal: 0

Measure: Part 2

How many kilograms of cocaine (powder) will be seized in clandestine drug labs during the grant period?

Goal: .5

Measure: Part 3

How many kilograms of crack cocaine will be seized in clandestine drug labs during the grant period?

Goal: .5

Measure: Part 4

How many kilograms of commercial-grade marijuana will be seized in clandestine drug labs during the grant period?

Goal: 2.3

Measure: Part 5

How many kilograms of hydroponic marijuana will be seized in clandestine drug labs during the grant period?

Goal: 2.3

Measure: Part 6

How many kilograms of methamphetamine will be seized in clandestine drug labs during the grant period?

Goal: 0

Measure: Part 7

How many kilograms of methamphetamine ice will be seized in clandestine drug labs during the grant period?

Goal: 0

Measure: Part 8

How many kilograms of Ecstasy (MDMA) will be seized in clandestine drug labs during the grant period?

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Measure: Part 9

How many kilograms of other drugs will be seized in clandestine drug labs during the grant period?

Goal: 0

Objective: 70.TF - Other Seizures

Measure: Part 1

How many indoor cannabis-growing operations will be seized during the grant period?

Goal: 8

Measure: Part 2

How many outdoor cannabis-growing operations will be seized during the grant period?

Goal:

Measure: Part 3

How many cultivated marijuana plants will be seized during the grant period?

Goal: 250

Objective: 71.TF - Number of firearms seized during the reporting period

Measure: Part 1

How many firearms will be seized during the grant period?

Goal: 0

Measure: Part 2

How many of the firearms seized during the grant period will be reported to NIBIN?

Goal: 0

Measure: Part 3

How many hits will result from seized firearms reported to NIBIN during the grant period?

Goal: 3

Objective: 72.TF - Number of Federal forfeiture cases filed during the reporting period

Measure: Part 1

How many Federal forfeiture cases will be filed during the grant period?

Goal: 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Objective: 73.TF - Value of assets forfeited under Federal cases during the reporting period

Measure: Part 1

What will be the dollar value of real property forfeited under Federal cases during the grant period?

Goal: 5,000.00

Measure: Part 2

How much cash will be forfeited under Federal cases during the grant period?

Goal: 5,000.00

Measure: Part 3

What will be the dollar value of other property (vehicles, weapons, jewelry, etc.) forfeited under Federal cases during the grant period?

Goal: 5,000.00

Objective: 74.TF - Number of State forfeiture cases filed during the reporting period

Measure: Part 1

How many State forfeiture cases will be filed during the grant period?

Goal: 3

Objective: 75.TF - Value of assets forfeited under State cases during the reporting period

Measure: Part 1

What will be the dollar value of real property forfeited under State cases during the grant period?

Goal: 2,000.00

Measure: Part 2

How much cash will be forfeited under State cases during the grant period?

Goal: 2,000.00

Measure: Part 3

What will be the dollar value of other property (vehicles, weapons, jewelry, etc.) forfeited under State cases during the grant period?

Goal: 2,000.00

Objective: 76.TF - Number of defendants accepted for Federal prosecution during the reporting period

Measure: Part 1

How many defendants will be accepted for Federal prosecution on felony

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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charges during the grant period?
Goal: 1

Measure: Part 2
How many defendants will be accepted for Federal prosecution on misdemeanor charges during the grant period?
Goal: 0

Objective: 77.TF - Number of defendants accepted for State prosecution during the reporting period

Measure: Part 1
How many defendants will be accepted for State prosecution on felony charges during the grant period?
Goal: 75

Measure: Part 2
How many defendants will be accepted for State prosecution on misdemeanor charges during the grant period?
Goal: 50

Objective: 78.TF - Number of gangs disrupted during the reporting period

Measure: Part 1
How many drug trafficking or other street gang organizations will be disrupted during the grant period?
Goal: 0

Measure: Part 2
How many trafficking or other entrepreneurial gangs will be disrupted during the grant period?
Goal: 0

Objective: 79.TF - Number of gangs dismantled during the reporting period

Measure: Part 1
How many drug trafficking or other street gang organizations will be dismantled during the grant period?
Goal: 0

Measure: Part 2
How many trafficking or other entrepreneurial gangs will be dismantled during the grant period?
Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Objective: 80.TF - Number of drug trafficking organizations and money laundering organizations disrupted

Measure: Part 1

How many drug trafficking organizations will be disrupted during the grant period?

Goal: 0

Measure: Part 2

How many money laundering organizations will be disrupted during the grant period?

Goal: 0

Objective: 81.TF - Number of drug trafficking organizations and money laundering organizations dismantled

Measure: Part 1

How many drug trafficking organizations will be dismantled during the grant period?

Goal: 2

Measure: Part 2

How many money laundering organizations will be dismantled during the grant period?

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: The investigations will cover Columbia County as a whole.

Question: If "other" was selected for location type, please describe.

Answer: Areas with drug activity

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000564

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$24,581.00	\$0.00	\$24,581.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$2,477.00	\$0.00	\$2,477.00
Operating Capital Outlay	\$29,400.00	\$0.00	\$29,400.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$56,458.00	\$0.00	\$56,458.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? Yes

PGI Reporting Frequency : Quarterly

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Budget Narrative:

We will be charging 56% of the Task Force Sergeants salary to the grant: \$24,581.00 There will be no benefits charged to the grant.

Salaries and Benefits \$24581.00

Operating Capital Outlay

(1) Laptop Computer	\$1200.00
(1) Key Fob Transmitter	\$2195.00
(1) DVD Player Disguised Video Transmitter	\$5995.00
(1) 1-Watt sports cup system	\$7945.00
(1) Tactical Goggles	\$3795.00
(1) Oculus Plug and Play Kit w/ Memory	\$8070.00

TOTAL: \$29400.00

Expenses

(4) pair of binoculars @300.00 each	\$1200.00
(3) GPS Navigation systems @270.00 each	\$810.00
(1) Digital Recorder	\$99.00
(1) Ankle Holster for weapon	\$90.00
(1) Key Fob recorder	278.00

TOTAL: \$2477.00

Total Grant Monies \$56,458.00

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: yes

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: 750.00

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: None

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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Insert Certifications and Authorizations here.

#15



COLUMBIA COUNTY FIRE / RESCUE

P.O. Box 2949
Lake City, FL 32056
Phone (386) 758-2120
Fax (386) 758-2121

Rusty Noah
Assistant Chief

A handwritten signature in black ink, appearing to be "Rusty Noah", is written over the printed name and title.

Memo

Date: June 11, 2010

To: Board of County Commissioners

RE: Billing software technical support agreement – TRITECH Emergency Medical Systems

Please find attached a copy of the Software Technical Support Agreement Contract for the EMS billing software. This contract has been reviewed by the County Attorney. Despite a name change, this is the same contract and vendor that we have had since 2000.

I am requesting approval of the contract to allow the billing department to maintain full functionality of the existing software. As always, your consideration of this matter is greatly appreciated.



FLØ19

TriTech Emergency Medical Systems Service Agreement for Technical Support

This Technical Support Agreement ("Agreement") is dated as of **June, 2010** by and between **TriTech Emergency Medical Systems Inc. (hereinafter referred to as "TriTech")**, a Delaware Corporation, with offices at P.O. Box 276, Decorah, Iowa ("TriTech") and _____, with offices at _____ ("Customer").

I. Definitions

- a. The term "*Program*" shall have the meaning set forth in the Licensing Agreement.
- b. "*Anniversary Date*" shall refer to each anniversary of the Commencement Date.
- c. "*Commencement Date*" shall refer to the date the Program was delivered to Customer.
- d. "*Licensing Agreement*" shall mean the licensing agreement dated _____ between TriTech and Customer.
- e. "*Initial Support Term*" shall mean the 12-month period commencing on the Commencement Date.
- f. "*Renewal Term*" shall mean each 12-month period commencing on the expiration of the Initial Support Term.
- g. "*Technical Support*" shall mean those maintenance and technical services described in detail on Schedule A to this Agreement.
- h. "*Support*" when used without a modifier shall mean Technical Support.

II. Affirmation of Licensing Agreement

Customer hereby certifies that it has read, agrees with and hereby reaffirms each of the terms and conditions contained in the Licensing Agreement.

III. Technical Support

Subject to the terms and conditions contained herein, during the Initial Support Term and any applicable Renewal Term, TriTech shall provide to Customer the Technical Support described in Schedule A attached hereto. TriTech's obligations under this Section III with respect to a Renewal Term are contingent upon Customer's timely making the payments required by Section IV.1.

IV. Fees and Payment; Renewal of Technical Support

1. **Support Fees and Renewal.** Customer by purchasing a license to the Program has already paid for Technical Support for the Initial Support Term. Approximately 60 days prior to the expiration of the Initial Support Term, TriTech will invoice Customer for the upcoming Renewal Term, payable 12 months in advance. Customer may accept Technical Support for the upcoming Renewal Term by paying TriTech's invoice in U.S. Dollars. If Customer fails to pay such invoice prior to the commencement of the Renewal Term, TriTech may immediately, notwithstanding Section VI and without further notice to Customer, terminate and treat this Agreement as terminated.
2. **Taxes.** Support fees and other charges set forth in this Agreement include state and local taxes. In addition to the fees and charges due TriTech under this Agreement, Customer shall remain liable for and shall pay all other applicable taxes, including but not limited to federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Program, excluding taxes based on TriTech's income.



V. Warranties and Limitations of Liability

1. **Limited Performance Warranty.** TriTech warrants that it will use its reasonable best efforts to ensure that any Support it provides will be performed in a professional and workmanlike manner. TriTech agrees to use reasonable efforts to correct any error or defect in its provision of Support under this Agreement. The foregoing warranty and remedy do not expand or extend any limited warranties relating to the Program set forth in the relevant License Agreement. **THE PROVISIONS OF THIS SECTION SET FORTH THE ENTIRE LIABILITY OF TRITECH AND THE SOLE REMEDIES OF CUSTOMER WITH RESPECT TO TRITECH'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**
2. **Disclaimer of Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL, OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, THE CONDITION OF ANY PRODUCT OR SERVICES, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
3. **Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRITECH OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. **Additional Limitation of Liability.** IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE TECHNICAL SUPPORT PROVIDED UNDER THIS AGREEMENT.

VI. Termination

Subject to Section IV, if either party defaults in performing any material obligations required under this Agreement, the non-defaulting party may give written notice of its intention to terminate this Agreement, describing in reasonable detail the default. If the defaulting party fails to remedy such material default within thirty (30) days following such written notice, or if such default is not capable of cure within such thirty (30)-day period, and the defaulting party fails to commence cure procedures within such thirty (30)-day period and diligently prosecute such procedures until the default is cured, then the non-defaulting party may terminate this Agreement.

VII. General

- 1) **Entire Agreement.** This Agreement and the License Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may not be altered, modified, amended, changed, rescinded, or discharged in whole or in part, except by written agreement executed by both Customer and TriTech.



- 2) **Assignment.** This Agreement may not be assigned by Customer without the prior written consent from TriTech and any attempt to do so without TriTech's permission shall be void.
- 3) **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement (other than nonpayment of money or breach of confidentiality provisions) if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lock-outs or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.
- 4) **Governing Law.** The validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TriTech Emergency Medical Systems Inc.

Customer

By: _____

By: _____

Print Name: Teresa L. Ruroden

Print Name: _____

Title: General Manager

Title: _____

TriTech Emergency Medical Systems Inc.
P.O. Box 276
Decorah, Iowa 52101

Customer
Site Address: _____

Please help us provide the best support possible by answering these five questions:

1. *Are you satisfied with the support that you receive from TriTech?*
2. *If you could make one change to TriTech support, what would it be?*
3. *Are you satisfied with your TriTech products?*
4. *Which modules do you have that you couldn't 'live' without?*
5. *How often do you visit the TriTech Support website?*



Schedule A

This Schedule describes the terms and conditions relating to Technical Support that TriTech provide to Customer during the Initial Support Term and any Renewal Terms. The Technical Support Agreement described into this Schedule does not expand on or change the Program warranty provisions set forth in the License Agreement.

Product Updates:

Some TriTech products utilize underlying data that is sourced from third parties and is unique per customer. This data may have been provided with the program by TriTech, or may have been sourced independently. Updates or changes to this underlying data are not included in product updates. From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Program and incorporate them in a formal "Update" to the Program. If Customer is receiving Technical Support from TriTech on the general release date for an Update and is not in breach of the Technical Support Agreement, TriTech will provide the Customer with the Update and related documentation, both at no additional charge to the Customer for the update. The customer will be charged for shipping and handling if an update CD is requested and an alternative electronic download method is available.

Technical Support Services:

Telephone Assistance for Sweet-CAD, Sweet-Billing and Sweet-Field Data / Fusion ePCR.

Customer will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 8:00 a.m. and 5 p.m. U.S. Central Standard Time) on regular business days, excluding TriTech holidays, to consult with TriTech Technical Support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include communicating via pcAnywhere, modem, or a website collaboration tool.

Sweet-CAD Extended Support. Emergency after hours support is available and should be contacted outside of normal business hours when the dispatching of ambulances is being disrupted by a malfunction of CAD. After-hours support information will be provided to the Dispatch Supervisor at the time of training.

Web Site Support. Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to TriTech's most current information. Customer will need to enter its designated user name and password to gain access to the technical support areas on TriTech's Web site. TriTech's technical support areas allow Customer to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; (ii) access answers to frequently asked questions (FAQ); and (iii) access current program releases and documentation.

Software Problem Reporting. Customer may submit to TriTech requests identifying potential problems in the Program. Requests should be in writing and directed to TriTech by e-mail or FAX. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Customer of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.



Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any hardware or software product ("Nonqualified Products") other than the Program. If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's sole opinion, performance of Technical Support is made more difficult or impaired because of Nonqualified Products, TriTech shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render Technical Support under this Agreement. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Program. Underlying data used by the program, such as map data, is not considered part of the program. Changes or additions to the underlying data, whether this data was provided by TriTech or by another source, are not covered by this agreement. TriTech will charge time and materials for extra service at its current published rates for custom software services.

Customer Responsibilities:

In connection with TriTech's provision of Technical Support as described in this Exhibit, Customer acknowledges that Customer has the responsibility to do each of the following:

- 1) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 2) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Program;
- 3) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the Technical Support described in this Exhibit;
- 4) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 5) Maintain a procedure external to the Program for reconstruction of lost or altered files, data, programs to the extent deemed necessary by Customer;
- 6) At all times follow routine operator procedures as specified in the Documentation;
- 7) Remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Definitions of 45 C. F.R. § 160.103

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

- 1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- 2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (i) That identifies the individual; or



- (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate Assurance

In the event that TriTech is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, TriTech agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Service Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, et seq.



- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

April 22, 2010

Mr. Stephen C. Wilson, P.E.
Vice President
HDR Engineering, Inc.
4140 NW 37th Place
Suite A
Gainesville, FL 32606-8153

SUBJECT: Lake City, Columbia County, Florida – Proposed extension of Bascom Norris Drive including a new Overhead Bridge over CSXT, DOT # 928 664 F; Milepost SP-695.36, Jacksonville Division, Tallahassee Subdivision; OP # FL1312
Construction Agreement Transmittal

Dear Mr. Wilson:

Reference is made to the March 11, 2010 AECOM letter to HDR Engineering taking no exceptions to the project plans regarding the subject project. Reference is also made to the November 12, 2009 HDR Engineering letter providing the Columbia County contact information for the development of the necessary Construction Agreement between Columbia County Board of County Commissioners (County) and CSXT and requesting that the Construction Agreements be delivered to your attention for your further handling with the County.

In order that CSXT be reimbursed for its costs to support the project during construction, it will be necessary for the enclosed Construction Agreements to be executed by the County. Two (2) originals are enclosed for execution. Please arrange for each to be signed by the County and return both originals to this AECOM office for further handling with CSXT.

Reference is also made to the March 1, 2010 HDR Engineering letter providing the 180 calendar day anticipated duration to complete the subject project on or over CSXT right of way. The CSXT Force Account Estimate in the amount of \$198,243, dated March 26, 2010, is attached to the Construction Agreement and includes an allowance for the necessary flagging services, accounting/billing, and construction monitoring/coordination performed by consultants CSXT regularly employs for such work on projects of this nature. The Force Account Estimate will be updated and revised as warranted by project events. As referenced in Exhibit E of the agreement, the advance payment in the amount of \$198,243 is not a fee, but an advance deposit held in an account against which CSXT actual costs are assessed. If the actual costs are less than the deposit, a refund will be returned, and if the actual costs are more than the deposit, a further deposit will be requested.

Upon the receipt of the advance deposit and signed agreements, this office will have CSXT fully execute the agreements and return one (1) original fully executed Construction Agreement to the County for its records. AECOM will then wait for the issuance of the necessary CSXT notice to proceed (Section 2.3 of the Construction Agreement) with its abovementioned force account work.

As information, please be advised that DOT # 928 664 F has been assigned to this highway-railroad crossing. Once this new Bascom Norris Drive Bridge over CSXT is placed in service, CSXT will send the necessary DOT information to the State of Florida and the Federal Railroad Administration.

Please note that no construction work on or over CSXT right of way will be permitted until the following has occurred:

- The required Construction Agreement is in place between the County and CSXT
- The County has provided the necessary CSXT Notice to Proceed
- The County has provided the advance deposit in the amount of \$198,243
- Schedule I of the Construction Agreement (last page) is executed by the County selected contractor
- The necessary contractor construction submittals are reviewed and no exceptions taken by CSXT or its representative
- The contractor's insurance is approved in writing by CSXT Risk Management
- Proper advance notification is provided to CSXT
- A preconstruction meeting is held with a CSXT representative present
- A CSXT flagman must be scheduled and on-site

If there are any questions or concerns regarding the subject project, please contact Rick Cantwell in the AECOM Jacksonville, FL office at (904) 279-7212 or me at (215) 965-2220.

Very Sincerely,



Patrick J. DesMarais
Project Engineer

Cc: Mr. Dale Williams
County Manager
Columbia County
P.O. Box 1529
Lake City, FL 32056-1529

Project: Lake City, Columbia County, Florida – Proposed extension of Bascom Norris Drive including a new Overhead Bridge over CSXT, DOT # 928 664 F; Milepost SP-695.36, Jacksonville Division, Tallahassee Subdivision; OP # FL1312

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of April 22, 2010, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, a body corporate and political subdivision of the State of Florida (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the extension of Bascom Norris Drive including a new overhead bridge over CSXT (DOT # 928 664 F) in the vicinity of CSXT Milepost SP-695.36 within its Jacksonville Division, Tallahassee Subdivision in Lake City, Columbia County, Florida (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but

not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2011**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “Estimate”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2).

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT’s notice to Agency:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Agency’s obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance

requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Principal Engineer – Public Projects
Hal Gibson

If to Agency:

Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056-1529
Attention: Dale Williams - County Manager

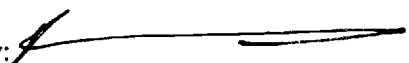
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such

part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

COLUMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

By:  _____

Chairman, Columbia County Board of
County Commissioners

CSX TRANSPORTATION, INC.

By: _____
Charles E. Gullakson
Assistant Chief Engineer – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construction of the new overhead bridge carrying Bascom Norris Drive over CSXT.
 - 2. Detouring and maintenance of vehicular traffic.
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging Services
 - 2. Construction Monitoring Services
 - 3. Signal Cable Markouts.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

Columbia County Board of County Commissioners, Columbia County, Florida, NW Bascom Norris Drive –Final Plans dated January 4, 2010, Sheets B-1 to B-33, prepared by HDR Engineering, Inc.

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

"Agency" shall mean the COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

"Agency Representative" shall mean the authorized representative of COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or right-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

- C. Agency or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D
INITIAL ESTIMATE
ATTACHED

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - FL1312

ESTIMATE SUBJECT TO REVISION AFTER: 9/22/2010	DOT NO.: 928 664 F
CITY: Lake City	COUNTY: Columbia
STATE: FL	
DESCRIPTION: Extension of Bascom Norris Drive including new overhead bridge over CSXT	
DIVISION: Jacksonville	SUB-DIV: Tallahassee
MILE POST: SP-695.36	
AGENCY PROJECT NUMBER: _____	

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)	\$	-
200	Additive 31.34%	\$	-
230	Expenses	\$	-
212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)	\$	1,890
200	Additive 31.34%	\$	592
230	Expenses	\$	329
212	Contracted & Administrative Engineering Services	\$	35,700
	Subtotal	\$	38,511

FLAGGING SERVICE: (Contract Labor)

070	Labor (Conductor-Flagman)	\$	-
050	Labor (Foreman/Inspector)	\$	60,480
070	Additive 71.09% (Transportation Department)	\$	-
050	Additive 100.72% (Engineering Department)	\$	60,915
230	Per Diem (Engineering Department)	\$	13,500
230	Expenses	\$	-
	Subtotal	\$	134,895

<u>SIGNAL & COMMUNICATIONS WORK:</u>	(Details Attached)	\$	3,064
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<u>TRACK WORK:</u>	\$	-
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ACCOUNTING & BILLING:

040	Labor	\$	2,300
040	Additive 63.03%	\$	1,450
	Subtotal	\$	3,750

PROJECT SUBTOTAL

900	<u>CONTINGENCIES:</u> 10.00%	\$	180,221
		\$	18,022

GRAND TOTAL	*****	\$	198,243
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This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: AECOM

DATE: 3/26/2010 REVISED:

Form Revised 03-02-2010-LLS

Project Summary Sheet

ACCT. CODE : 709 - FL1312
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER: 9/22/2010 DOT NO.: 928 664 F
CITY: Lake City COUNTY: Columbia STATE: FL
DESCRIPTION: Extension of Bascom Norris Drive including new overhead bridge over CSXT
DIVISION: Jacksonville SUB-DIV: Tallahassee MILEPOST: SP-695.36
DRAWING NO.: _____ DRAWING DATE: _____
AGENCY PROJECT NUMBER: _____

SIGNAL WORK:

210 Material - Field & Consumables	\$ -
210 Material - Sales Tax	\$ -
220 Material - Shop	\$ -
60 Construction Labor	\$ 1,500
65 Shop Labor	\$ -
230 Per Diem	\$ -
200 RR Engineering,Preliminary	\$ -
200 RR Engineering,Construction	\$ -
60 Additives to Construction Labor	\$ 1,364
65 Additives to Shop Labor	\$ -
200 Additives to Engineering	\$ -
241 Equipment Expense	\$ 200
241 Waste Management	\$ -
212 Contract Engineering	\$ -
211 Freight	\$ -
216 AC Power Service	\$ -
228 Salvage	\$ -
900 Other	\$ -
Subtotal	\$ 3,064

ACCT. CODE : 709 - FL1312
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER: 9/22/10
CITY: Lake City COUNTY: Columbia
DESCRIPTION: Extension of Bascom Norris Drive including new overhead bridge over CSXT

DOT NO.: 928 664 F
STATE: FL

DIVISION: Jacksonville
DRAWING NO.: ____
AGENCY PROJECT NUMBER: ____

SUB-DIV: Tallahassee
DRAWING DATE: ____

MILEPOST: SP-695.36

Amount		
Task	Task Desc	Total
40	Labor General Office	\$3,750
50	Labor Roadway	\$121,395
60	Labor Signal	\$2,864
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$2,482
210	Invoice Material Material - Field & Consu	
211	Invoice Freight	
212	Invoice Contract Eng	\$35,700
215	Invoice Misc	
216	Invoice Utilities	
220	Material New Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$13,829
241	Invoice Rental	\$200
900	Other	
900	Contingencies	\$18,022
	Material New	
Grand Total		\$198,243

EXHIBIT E

PAYMENT SCHEDULE

Upon execution and delivery of the fully executed Construction Agreement, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - h. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31

- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna W. Melton
Manager – Insurance
CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202
Phone: 904-359-1247
Fax: 904-245-2833

2. Neither Company nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

Project: Lake City, Columbia County, Florida – Proposed extension of Bascom Norris Drive including a new Overhead Bridge over CSXT, DOT # 928 664 F; Milepost SP-695.36, Jacksonville Division, Tallahassee Subdivision; OP # FL1312

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated April 22, 2010, between COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Project: Lake City, Columbia County, Florida – Proposed extension of Bascom Norris Drive including a new Overhead Bridge over CSXT, DOT # 928 664 F; Milepost SP-695.36, Jacksonville Division, Tallahassee Subdivision; OP # FL1312

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of April 22, 2010, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, a body corporate and political subdivision of the State of Florida (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the extension of Bascom Norris Drive including a new overhead bridge over CSXT (DOT # 928 664 F) in the vicinity of CSXT Milepost SP-695.36 within its Jacksonville Division, Tallahassee Subdivision in Lake City, Columbia County, Florida (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but

not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2011**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2).

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:
(i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and
(ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT’s notice to Agency:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Agency’s obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance

requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Principal Engineer – Public Projects
Hal Gibson

If to Agency:

Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056-1529
Attention: Dale Williams - County Manager

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such

part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

COLUMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____

Chairman, Columbia County Board of
County Commissioners

CSX TRANSPORTATION, INC.

By: _____

Charles E. Gullakson
Assistant Chief Engineer – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construction of the new overhead bridge carrying Bascom Norris Drive over CSXT.
 - 2. Detouring and maintenance of vehicular traffic.
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging Services
 - 2. Construction Monitoring Services
 - 3. Signal Cable Markouts.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

Columbia County Board of County Commissioners, Columbia County, Florida, NW Bascom Norris Drive –Final Plans dated January 4, 2010, Sheets B-1 to B-33, prepared by HDR Engineering, Inc.

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

"Agency" shall mean the COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

"Agency Representative" shall mean the authorized representative of COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or right-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

- C. Agency or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D
INITIAL ESTIMATE
ATTACHED

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - FL1312

ESTIMATE SUBJECT TO REVISION AFTER:	9/22/2010	DOT NO.: 928 664 F
CITY: Lake City	COUNTY: Columbia	STATE: FL
DESCRIPTION: Extension of Bascom Norris Drive including new overhead bridge over CSXT		
DIVISION: Jacksonville	SUB-DIV: Tallahassee	MILE POST: SP-695.36
AGENCY PROJECT NUMBER: _____		

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)	\$	-
200	Additive 31.34%	\$	-
230	Expenses	\$	-
212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)	\$	1,890
200	Additive 31.34%	\$	592
230	Expenses	\$	329
212	Contracted & Administrative Engineering Services	\$	35,700
	Subtotal	\$	38,511

FLAGGING SERVICE: (Contract Labor)

070	Labor (Conductor-Flagman)	\$	-
050	Labor (Foreman/Inspector)	\$	60,480
070	Additive 71.09% (Transportation Department)	\$	-
050	Additive 100.72% (Engineering Department)	\$	60,915
230	Per Diem (Engineering Department)	\$	13,500
230	Expenses	\$	-
	Subtotal	\$	134,895

<u>SIGNAL & COMMUNICATIONS WORK:</u>	(Details Attached)	\$	3,064
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<u>TRACK WORK:</u>	\$	-
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ACCOUNTING & BILLING:

040	Labor	\$	2,300
040	Additive 63.03%	\$	1,450
	Subtotal	\$	3,750

PROJECT SUBTOTAL

900	<u>CONTINGENCIES:</u> 10.00%	\$	180,221
		\$	18,022

GRAND TOTAL	*****	\$	198,243
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This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:	AECOM
DATE: 3/26/2010	REVISED:

Form Revised 03-02-2010-LLS

Project Summary Sheet

ACCT. CODE : 709 - FL1312
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER: 9/22/2010 DOT NO.: 928 664 F
CITY: Lake City COUNTY: Columbia STATE: FL
DESCRIPTION: Extension of Bascom Norris Drive including new overhead bridge over CSXT
DIVISION: Jacksonville SUB-DIV: Tallahassee MILEPOST: SP-695.36
DRAWING NO.: _____ DRAWING DATE: _____
AGENCY PROJECT NUMBER: _____

SIGNAL WORK:

210 Material - Field & Consumables	\$ -
210 Material - Sales Tax	\$ -
220 Material - Shop	\$ -
60 Construction Labor	\$ 1,500
65 Shop Labor	\$ -
230 Per Diem	\$ -
200 RR Engineering,Preliminary	\$ -
200 RR Engineering,Construction	\$ -
60 Additives to Construction Labor	\$ 1,364
65 Additives to Shop Labor	\$ -
200 Additives to Engineering	\$ -
241 Equipment Expense	\$ 200
241 Waste Management	\$ -
212 Contract Engineering	\$ -
211 Freight	\$ -
216 AC Power Service	\$ -
228 Salvage	\$ -
900 Other	\$ -
Subtotal	\$ 3,064

ACCT. CODE : 709 - FL1312
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER: 9/22/10 DOT NO.: 928 664 F
CITY: Lake City COUNTY: Columbia STATE: FL
DESCRIPTION: Extension of Bascom Norris Drive including new overhead bridge over CSXT
DIVISION: Jacksonville SUB-DIV: Tallahassee MILEPOST: SP-695.36
DRAWING NO.: _____ DRAWING DATE: _____
AGENCY PROJECT NUMBER: _____

Amount		
Task	Task Desc	Total
40	Labor General Office	\$3,750
50	Labor Roadway	\$121,395
60	Labor Signal	\$2,864
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$2,482
210	Invoice Material Material - Field & Consu	
211	Invoice Freight	
212	Invoice Contract Eng	\$35,700
215	Invoice Misc	
216	Invoice Utilities	
220	Material New Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$13,829
241	Invoice Rental	\$200
900	Other	
900	Contingencies	\$18,022
	Material New	
Grand Total		\$198,243

EXHIBIT E

PAYMENT SCHEDULE

Upon execution and delivery of the fully executed Construction Agreement, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii). 30-day Advance Notice of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index - CL/IL 240
 - h. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31

- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna W. Melton
Manager – Insurance
CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202
Phone: 904-359-1247
Fax: 904-245-2833

2. Neither Company nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

Project: Lake City, Columbia County, Florida – Proposed extension of Bascom Norris Drive including a new Overhead Bridge over CSXT, DOT # 928 664 F; Milepost SP-695.36, Jacksonville Division, Tallahassee Subdivision; OP # FL1312

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated April 22, 2010, between COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

304.6.3

The bids will be reviewed and evaluated by the applicable department head and his technical assistants, copies of the bids will be transmitted to the department. The department head recommendations for bid award to the Board will be submitted to the Purchasing Director in writing.

After evaluation of all the bids are completed, a recommendation will be prepared by the Purchasing Director for presentation to the Board, by the County Manager, based on the Department Head's recommendations of the vendor or supplier to receive the bid award. During evaluation the bid in the County's best interest shall be accepted; however, the availability of service and equipment is to be considered in such determination. The Purchasing Director may make his recommendations if it is necessary to substantiate or contradict the recommendations submitted by the Department Head.

The general policy of the Board is to award the purchase or contract to the lowest bidder; however, other contributing factors may justify awarding to a higher or more responsible bidder. Other contributing factors include, but are not limited to, the following:

- (a) life cycle or total cost bidding;
- (b) exceeding minimum specifications at a relatively minor cost which would better benefit the County;
- (c) prior history with the County, including favorable contracts, commodities, or services, and residence and place of business of contractor, subcontractors, and suppliers. The bid of a resident of Columbia County, Florida, shall have a preference over the bids submitted by any non-resident of Columbia County, Florida. The % (percent) of the bid amount preference shall be based on the following schedule:

<250,000	5%
250,001 - 500,000	4%
500,001 - 750,000	3%
750,001 - 1,000,000	2%
1,000,000 >	1%

0 - \$1,000,000	5%
1,000,001 - 2,000,000	4%
2,000,001 - 3,000,000	3%
3,000,001 - 4,000,000	2%

4,000,001 - 5,000,000
5,000,000>

1%
0%.

A resident shall mean an individual entity whose primary residence is within Columbia County; a partnership entity whose principals are all residents of Columbia County; and a Florida corporation entity or other business entity whose principal place of business is within Columbia County, or which maintains a full-time business office open to the public within Columbia County, Florida.

~~————— In the event more than one (1) bidder is entitled to preference as a resident of Columbia County, Florida, said bidders shall be rated on a scale from 1 to 10 (1 being the lowest score and 10 being the highest score) as to the following factors:~~

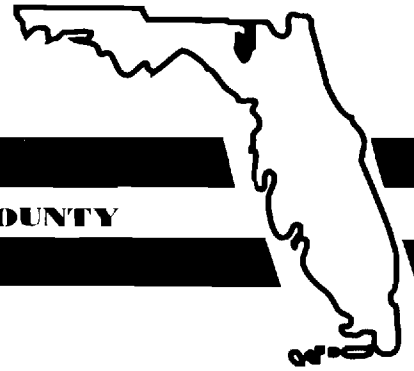
In determining whether an entity is a "resident" of Columbia County, the following facts shall be taken into consideration:

- (1) Is the principal place of business of the business entity within Columbia County, Florida?
- (2) Does the business entity maintain a full-time business office open to the public within Columbia County?
- (3) Has the entity maintained an office or place of business in Columbia County for the last past three (3) years? Length of
~~time the entity has maintained an office or place of business in Columbia County.~~
- (4) Does the entity own real property located in Columbia County ~~with consideration for length of time?~~
- (5) Has the business entity paid ad valorem taxes in Columbia County within the past three (3) years ~~with consideration for the amount of such taxes?~~
- (6) Has the business entity filed and paid a personal property tax in Columbia County during the current or last calendar year?
- (7) Is Columbia County the registered address of any of the business entity vehicles ~~with consideration for the number in Columbia County?~~

- ~~(8) Number of Columbia County residents who are fulltime employees of the business entity, with consideration for the percent of the company's total work force residing in Columbia County.~~
- ~~(9) Within the prior five (5) years, how many years has the business entity purchased a business tax receipt or license to do business in Columbia County, if one is required?~~
- ~~(10) Has the business entity supported any local activities or local non-profit or charitable activities within the past 24 months?~~

~~If more than one business entity is entitled to the local preference, the business entity scoring the highest number of points based upon the foregoing factors shall receive the preference. If the local business is not the lowest bidder, but is tentatively awarded the bid as a result of local bid preference, then the award shall be contingent upon the local bidder reducing its bid amount to no more than the overall gross bid of the otherwise lowest qualified bidder. If the local preference bidder does not agree to reduce its bid amount to no more than that of the otherwise lowest qualified bidder, then the local preference bidder shall receive no consideration as a local preference bidder in determining the lowest and best bid. In the event two (2) or more local "resident" contractors qualify for local bid preference and are not the overall low bidders, the local preference shall be granted to the lowest local bidder. With these and other contributing factors, the Board of County Commissioners reserves the right to award a bid which would be in the best interest of the County. This policy shall not apply to projects when federal or state funding is involved that prohibits local preferences.~~

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

June 16, 2010

M E M O

TO: Board of County Commissioners

FR: Dale Williams, County Manager

RE: Request to Authorize New Positions

Board of County Commission approval to create the following new positions is requested:

Senior Staff Assistant

Proposed Salary: (Pay Grade 124) \$47,486 - \$71,219

This position will report to the County Manager and Assistant County Manager. The position will complete tasks as assigned. Tasks to be assigned permanently include responsibility for Columbia County utilities including, but not limited to compliance with Columbia County Ordinance No. 2007-15 (Regulation of Private Utilities) and marketing of the Ellisville Utility. The goal is to establish the position with no budgetary impact. Revenue generated from Ordinance No. 2007-15 will be used to fund a portion of the position with the balance to be paid from expenditure reductions within the departments of the Board of County Commissioners.

David Kraus, former City Manager for Lake City has been assisting with Ordinance No. 2007-15 on an hourly basis. David will be a consideration for this position.

Radio Technician

Proposed Salary: hourly or \$55,499.81 annually

Doug Brown, 9-1-1 Director would be transferred to this new position. Doug has played an integral part in upgrading towers and radios as a component of the 9-1-1 Communications upgrade. This component has been the primary emphasis of the 9-1-1 Combined Dispatch Center upgrade. As a result, equipment set-ups, dispatch configurations and employee training are currently not to desired standards. Consideration was given to making this a salaried position within the Columbia County Sheriffs Office; however, the Sheriff declined due to anticipated revenue shortfalls.

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

M E M O

June 16, 2010

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The current plan is for all county radios (including the Sheriff) to be repaired utilizing the services of Mr. Brown. The hourly rate paid will be based on local market service rates. The City of Lake City has been asked to participate in this endeavor; however, they have made no commitment. It has been suggested that the county create the radio technician as a salaried position on a one year trail basis. This is due to the belief of some that the position will pay for itself. In either scenario, the intent is to keep a single provider for all 9-1-1 communications for the purpose of continuity. This is something that communications has lacked in the past.

If the Radio Technician position is created and Mr. Brown is reassigned, I would request that the person who was ranked second for the 9-1-1 Directors position be hired. This persons name is Sandra Waschek. I have spoke to Sandra and she is currently available. Her salary would be the same as budgeted. As equipment is scheduled for installation on June 28, 2010, a decision on this position is needed immediately.

Projects Superintendent

Proposed Salary: hourly or (Pay Grade 124) \$47,486 - \$71,219

As you are aware, Art Butler, County Facilities Director has been performing the duties of Project Superintendent in addition to building maintenance obligations. There are currently 39 buildings for which the County Facilities Department is responsible. The County Facilities Department is staffed with 19 positions. Three (3) of these positions are filled; however, the assigned employees are out on medical leave. It is no longer feasible to expect the County Facilities Director to perform project superintendence.

Building projects in immediate need of superintendence include the Fort White Library, Westside Community Center, Suwannee Valley/Winfield Fire Department Renovation, Ellisville Fire Department Renovation, Eastside Fire Department and Richardson Community Center restroom addition. The position will be responsible for plan review and coordination as well as construction supervision. The desired candidate will be experienced in Construction Management.

The position can be salaried or hourly. Individual project budgets should include the cost of superintendence.

Compliance Officer

Proposed Salary: (Pay Grade 121) \$41,059 - \$61,589

This position would be responsible for preparing Board agendas, insuring appropriate public notice is given and responding to public records requests. This position would be designated as the official contact for the Board of County Commissioners regarding Sunshine Law compliance.

Currently, no plan exists to fund this position.