

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

**CONSENT AGENDA**

**DECEMBER 4, 2014**

**5:30 P.M.**

- 
- (1) Purchasing Department – Flagler Construction - Approval of Bid Award No. 2014-L – Purchase a Wheel Loader for the Landfill Department - \$95,500.00**
  - (2) Extension Office – Declaration of Junk Property – HP Laptop Computer, County ID, #12915 – Dell Optiplex 755 Desktop Computer, County ID, #13516 – Dell Optiplex 760 Desktop Computer, County ID, # 13697 – Dell Optiplex 380 Desktop Computer, County ID, # 13845**
  - (3) Operations Department – Request Approval to Enter Private Property – 1106 NW Ash Drive, Arthur & Janet Hoffman – Correct Proper Drainage and to Collect Water off of Ash Drive**
  - (4) Operations Department – Request Approval to Enter Private Property – Falling Creek Chapel – Removal of Pine Trees That Have Been Struck by Lightning and are in the County’s Right-of-Way**
  - (5) Utility Permit – Comcast Cable – SW Deputy J. Davis Lane**
  - (6) Utility Permit – Comcast Cable – NW Savannah Circle**
  - (7) Utility Permit – AT&T SE Florida – US 90 & Florida Gateway Drive**
  - (8) Utility Permit – Comcast Cable – County Road SW Pinehurst Drive**
  - (9) Operations Department – Agreement with Florida Department of Transportation, Small County Outreach Program/ Columbia County Board of County Commissioners – Reconstruct Herlong Street, Phase 1 & 2 – Resolution No. 2014R-48**
  - (10) External Budget Amendment – BCC Administration – BA # 15-11 – Purchase Data Disaster Recovery Hardware and Software - \$12,719.00**
  - (11) External Budget Amendment – 911 Combined Communications – BA # 15-12 - Acceptance of Rural E-911 Grant - \$51,467**

- (12) Operations Department – Resolution No. 2014R-34 – Voluntary Stormwater Maintenance Program Fee Schedule**
- (13) Safety Manager – Acceptance of a Donation of Real Property – 464 Chris Terrace from Wells Fargo Bank – To Be Used for Flood Mitigation Efforts**
- (14) Central Communications – Request Approval for the Renewal of Service Agreement – Motorola Solutions through First Communications, Inc. – Radio Communications Equipment – (\$10,843.80)**
- (15) Purchasing Department – Bid Award No. 2014-15 – John C. Hipp Construction – County Road 250 – Lake Jeffery - \$1,912,735.43**
- (16) Purchasing Department – Bid Award No. 2014-16 – Anderson Columbia Company – US 90 West and Bascom Norris - \$843,763.18**
- (17) BCC Administration – Request to Add American Fidelity Assurance Company as Vendor for Disability and Life Insurance - Payroll Deduction**
- (18) Minute Approval – Board of County Commissioners – Regular Meeting – November 5, 2014**

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11/25/14

Meeting Date: 12/4/14

Name: Ray Hill

Department: Purchasing

Division Manager's Signature: *Ray Hill*

1. Nature and purpose of agenda item: Approval Bid No. 2014-L, Wheel Loader for the Landfill

\_\_\_\_\_  
\_\_\_\_\_

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. 401.3400.534.6064

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item    [ ] Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

TO: Columbia County Board of County Commissioners

FR: C. Ray Hill, Purchasing Director 

DT: 11/25/14

RE: BID NO. 2014-L, WHEEL LOADER

Firm	Cash Price	Buy Back	Net Price
Ring Power	\$196,226	\$75,000	\$121,226
Trekker Tractor	\$169,000	\$65,000	\$104,000
Flagler Construction	\$185,500	\$90,000	\$95,500
Beard Equipment	\$185,200	\$89,500	\$95,700
Great Southern	\$205,000	\$65,000	\$140,000

I have reviewed the above bids with Kevin Kirby and Ed Lontz. It is our recommendation that Flagler Construction be awarded Bid No. 2014-L. They are the lowest responsive bidder.

BOARD MEETS FIRST THURSDAY AT 7.00 P.M.  
AND THIRD THURSDAY AT 7.00 P.M.



BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

2

AGENDA ITEM REQUEST FORM

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Today's Date: 11/18/2014

Meeting Date: 12/04/2014

Name: Mace Bauer

Department: Extension Office

Division Manager's Signature: *Ben Sio*

1. Nature and purpose of agenda item: Request to Junk Obsolete Computers

\_\_\_\_\_  
\_\_\_\_\_

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?       N/A
- Yes Account No. \_\_\_\_\_
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

[ ] Consent Item      [ ] Discussion Item



November 14, 2014

## MEMORANDUM

TO: Columbia County Board of County Commissioners  
FR: Mace Bauer, Interim County Extension Director *MB*  
RE: Request to Junk County Property

I would like to respectfully request that the items listed below be declared "Junk" and ask that they please be removed from the Extension Office. The laptop computer is not operational and the 3 desktop computers have outdated operating systems that are no longer supported.

HP Laptop Computer (purchased 2006)	Asset # 12915
Dell Optiplex 755 Desktop Computer (purchased 2008)	Asset # 13516
Dell Optiplex 760 Desktop Computer (purchased 2009)	Asset # 13697
Dell Optiplex 380 Desktop Computer (purchased 2010)	Asset # 13845

Thank you for your consideration of this request.

MGB/ddc  
Attachments

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 11-18-14

Meeting Date: 12-4-14

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: Entering Private Property & performing work on private property.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

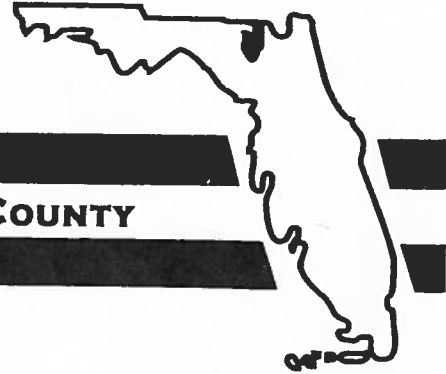
TO

AMOUNT


For Use of County Manger Only:

Consent Item [ ] Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



MEMORANDUM

**TO:** Dean Jones, Operations Superintendent  
**FROM:** Kevin Kirby, Operations Manager   
**DATE:** November 18, 2014  
**SUBJECT:** Ash Drive

I am in receipt of your memo regarding the above property. Please be advised that I reviewed this property prior to corrective action we have performed and agree that run off from our roads did indeed create the erosion referenced.

Please proceed with replacement of the millings once we have approval and obtain the appropriate Hold Harmless Agreement.

Thank you.

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

P. O. BOX 1529 ▼

LAKE CITY, FLORIDA 32056-1529 ▼

PHONE (386) 755-4100



21-3S-16-02215-020  
 HOFFMAN ARTHUR E III & JANET L  
 5AC | 7/24/1996 - \$22,500 - V/Q

0 120 240 360 480 600 720 840 960 1080 1200 ft

**Columbia County Property Appraiser**

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

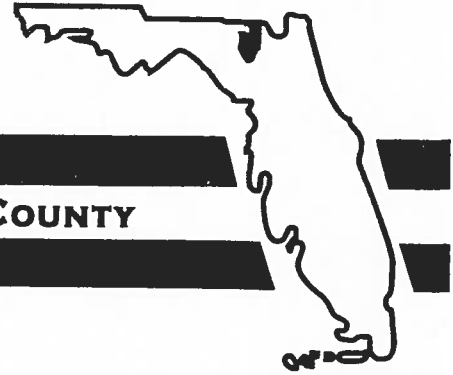
**PARCEL: 21-3S-16-02215-020 - SINGLE FAM (000100)**  
 S1/2 OF NW1/4 OF SE1/4 OF S1/2 OF NW1/4 OF SE1/4 OF NW1/4 EX RD R/W. (AKA LOT 26 NW1/4 EX RD R/W. (AKA LOT 26 OF AN UNR S/D). ORB 825-1468, OF AN UNR

NOTES:



<b>Name:</b> HOFFMAN ARTHUR E III & JANET L		<b>2014 Certified Values</b>	
<b>Site:</b> 1106 NW ASH DR	<b>Land</b>		\$27,303.00
<b>Mail:</b> 1106 NW ASH DR	<b>Bldg</b>		\$105,352.00
<b>Info:</b> LAKE CITY, FL 32055	<b>Assd</b>		\$130,305.00
<b>Sales:</b> 7/24/1996 \$22,500.00 V / Q	<b>Exmpt</b>		\$50,000.00
<b>Info:</b> 4/1/1987 \$17,000.00 V / U	<b>Taxbl</b>		Cnty: \$80,305
			Other: \$80,305   Sch: \$105,305

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

**TO:** Kevin Kirby, Operations Manager  
**FROM:** Dean Jones, Operations Superintendent  
**DATE:** November 17, 2014  
**SUBJECT:** Work on Private Property

Public Works was recently informed of a drainage issue at 1106 NW Ash Drive. The owner states that during heavy rains water shed across Ash Drive from NW Yates Loop flows down to his driveway and has washed away his millings.

The Drainage Crew has re-graded the ditch along the west side of NW Ash Drive from NW Yates Loop south to NW Slappy Drive to ensure proper drainage and to collect water off NW Ash Drive. The County also installed a culvert in the right of way at the 1106 NW Ash Drive address.

The owner, Arthur E. Hoffman III is now requesting that the County replace the millings in his driveway beyond the right of way that washed away.

Please advise how you wish to proceed.

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

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

4

AGENDA ITEM REQUEST FORM

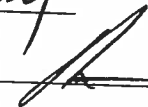
The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 11-17-14

Meeting Date: ~~11-20-14~~ 12/4/14

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Entering Private Property

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

TO

AMOUNT

For Use of County Manger Only:

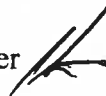
Consent Item [ ] Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

**TO:** Dale Williams, County Manager  
**FROM:** Kevin Kirby, Operations Manager   
**DATE:** November 17, 2014  
**SUBJECT:** Entering Private Property

I am requesting permission to enter private property known as Falling Creek Chapel to remove pine trees that have been struck by lightning that are in the county right-of-way.

The trees will fall onto private property when cut down therefore, access will be needed.

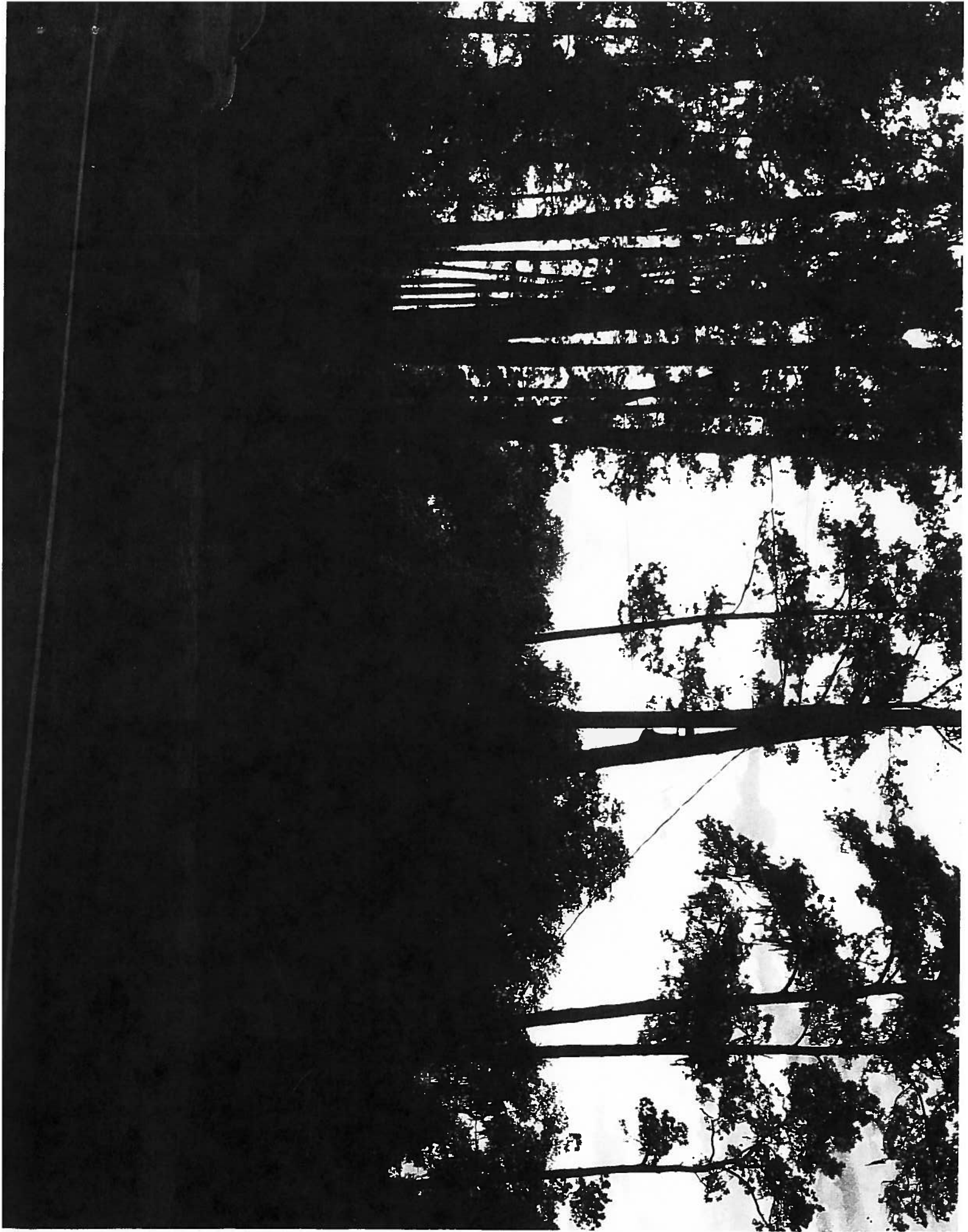
Upon approval the appropriate Hold Harmless Agreement will be obtained.

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



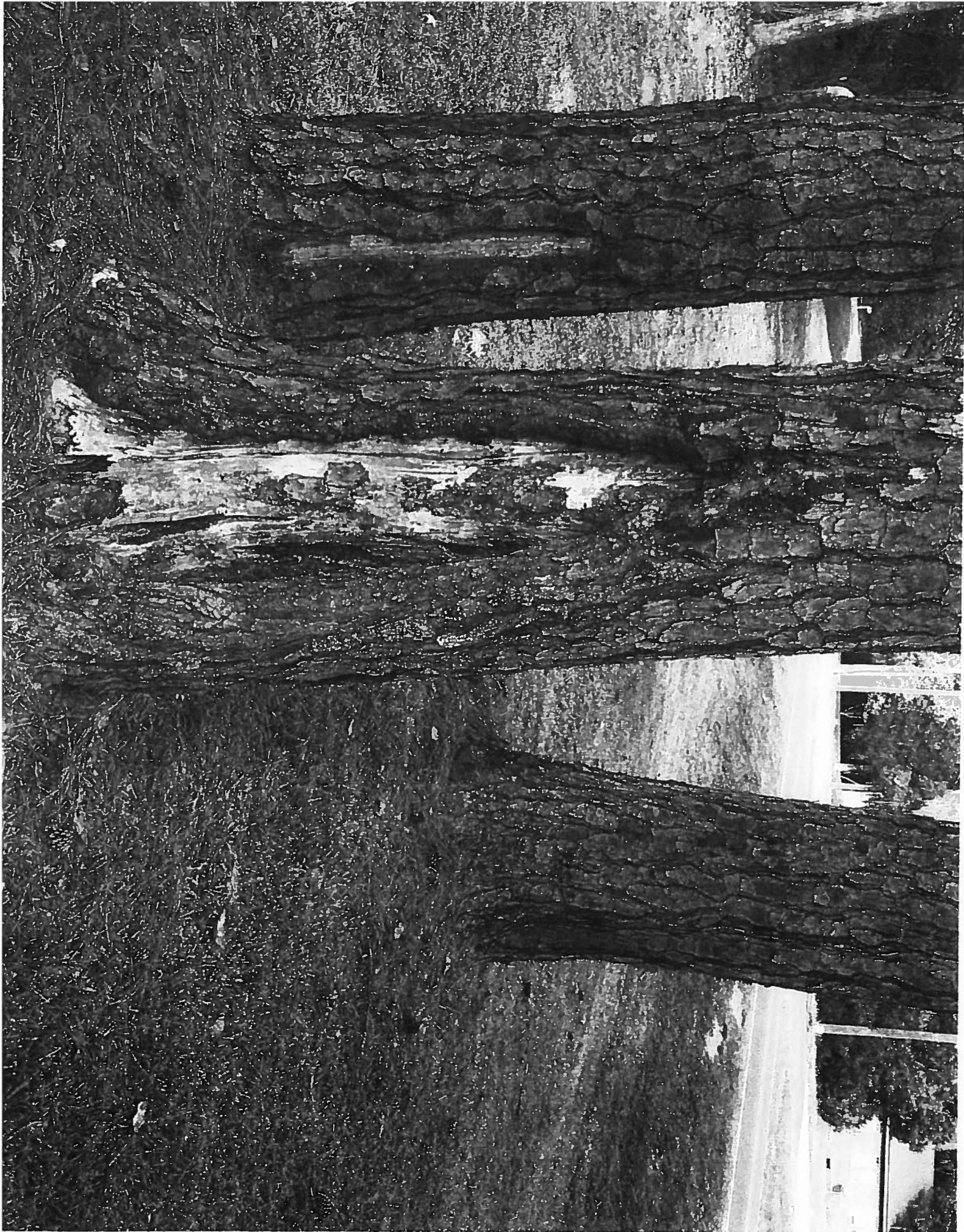
FALLING  
CREEK  
CHILDREN'S  
MINISTRY

















BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 11-17-14

Meeting Date: 12-4-14

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item    [ ] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS  
UTILITY PERMIT**

Date 11/07/14 Permit No. \_\_\_\_\_ County Road SW Deputy J Davis Ln Section No. \_\_\_\_\_

Permittee Comcast Cable\_

Address 5934 Richard St, Jacksonville, FL 32216 \_\_\_\_\_ Telephone Number 904-626-2092 \_\_\_\_\_

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain Proposed CATV facilities SW Deputy J Davis Ln (397) 670' underground CATV, Node:LC010/Project : 466 SW Deputy J Davis Ln /PC:TS

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Submitted for the Utility Owner by: -Billie Hentes/Agent for Comcast-----11/07/14 \_\_\_\_\_

Typed Name & Title

Signature

Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES (X) NO ( ). If YES: LAKE CITY ( ) FORT WHITE ( ). A letter of notification was mailed on 11/07/14 \_\_\_\_\_ to the following utility owners AT&T, FPL,TecoGas \_\_\_\_\_

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby \_\_\_\_\_ located at 607 NW Quinten St, Lake City, FL \_\_\_\_\_ Telephone Number 386-719-7565 \_\_\_\_\_ The PERMITTEE's employee responsible for Maintenance of Traffic is Tim Solomon \_\_\_\_\_ Telephone Number 904-626-2092 \_\_\_\_\_ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 90 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or



relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations:-----  
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It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Billie Lentes/Agent for Comcast \_\_\_\_\_  
Permittee

Place Corporate Seal

Signature and Title Billie Lentes

Attested \_\_\_\_\_

Utilities Permit  
Page three  
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: Operations Manager

Date: 11-17-14

Approval by Board of County Commissioners, Columbia County, Florida:

YES ( )      NO ( )

Date Approved: \_\_\_\_\_

Chairman's Signature: \_\_\_\_\_

*Rec'd  
11-17-14*



LAST REVISION	DESCRIPTION:
07/01/05	



FDOT DESIGN STANDARDS  
2013

TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

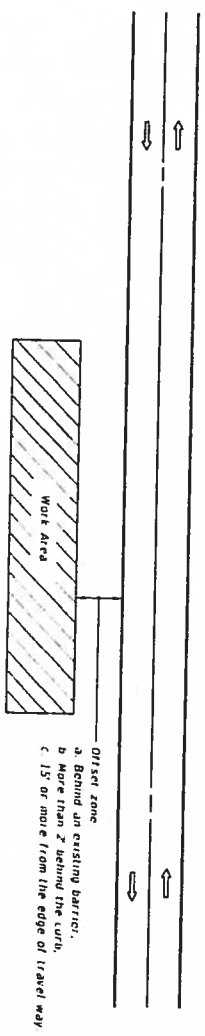
INDEX NO.	SHEET NO.
601	1

 Work Area  
 Lane Identification + Direction of Traffic

**SYMBOLS**

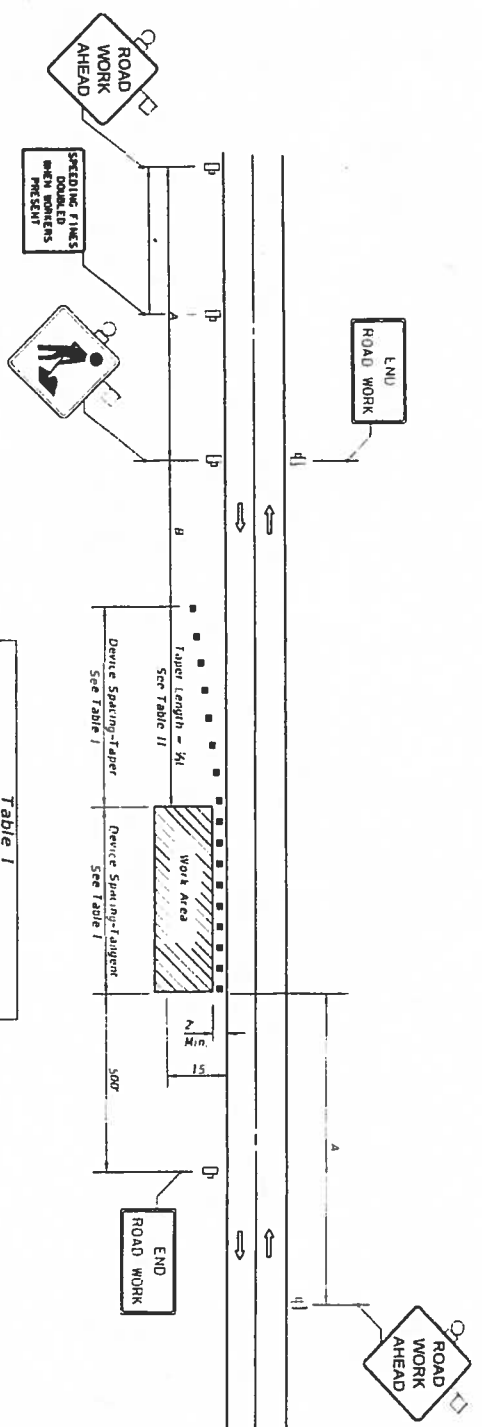
**GENERAL NOTES**

1. If the work operation (including establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TCZ requirements and additional information, refer to Index No. 600.



**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.



**DISTANCE BETWEEN SIGNS**

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	300	350
50 mph or greater	500	500

\*Midway between signs

**Table I**

Speed (mph)	Device Spacing		Type I or Type II	
	Cones or Tubular Markers	Taper	Barricades or Vertical Panels or Dumps	Taper
25	25	50	7.5	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

**Table II**

Speed (mph)	Taper Length - Shoulder			Notes
	B'	SHDR	SHDR	
25	28	35	42	L=WS' L=60
30	40	50	60	
35	55	68	82	L=WS' L=75
40	72	90	107	
45	120	150	180	L=WS' L=100
50	133	167	200	
55	147	183	220	L=WS' L=125
60	160	200	240	
65	173	217	260	L=WS' L=150
70	187	233	280	

**SYMBOLS**

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

**GENERAL NOTES**

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flagger's and FLAGGER signs, see Index No. 603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC indexes.
4. For general TTC requirements and additional information, refer to Index No. 600.

**DURATION NOTES**

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
  - a. Work operations are 60 minutes or less.
  - b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRoACH THE AREA CLoSER THAN 15' BUT NOT CLoSER THAN 2' TO THE EDGE OF TRAVEL WAY,

LAST REVISION 07/01/12	DESCRIPTION: <div style="text-align: center;"> </div> FDOT DESIGN STANDARDS 2013	TWO-LANE, TWO-WAY, WORK ON SHOULDER
INDEX NO. 602	SHEET NO. 1	

6

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM


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Today's Date: 11-17-14

Meeting Date: 12-4-14

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

- N/A
- Yes Account No. \_\_\_\_\_
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

TO

AMOUNT

For Use of County Manger Only:

- Consent Item
- Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS  
UTILITY PERMIT**

Date 11/07/14 Permit No. \_\_\_\_\_ County Road NW Savannah Cir Section No. \_\_\_\_\_

Permittee Comcast Cable\_

Address 5934 Richard St, Jacksonville, FL 32216 \_\_\_\_\_ Telephone Number 904-468-0123 \_\_\_\_\_

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain Proposed CATV facilities NW Savannah Cir(449) 318' underground CATV, Node:LC510/Project : 1023 Savannah Loop /PC:RF

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast-----11/07/14 \_\_\_\_\_

\_\_\_\_\_

Typed Name & Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES (X ) NO ( ). If YES: LAKE CITY ( ) FORT WHITE ( ). A letter of notification was mailed on 11/07/14 \_\_\_\_\_ to the following utility owners AT&T, FPL,TecoGas \_\_\_\_\_

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby \_\_\_\_\_ located at 607 NW Quinten St, Lake City, FL \_\_\_\_\_ Telephone Number 386-719-7565 \_\_\_\_\_ The PERMITTEE's employee responsible for Maintenance of Traffic is Robert Franscico \_\_\_\_\_ Telephone Number 904-468-0123 \_\_\_\_\_ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 90 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations:-----  
-----  
-----  
-----  
-----

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Billie Lentz/Agent for Comcast \_\_\_\_\_  
Permittee

Place Corporate Seal

Signature and Title  
 \_\_\_\_\_

Attested  
\_\_\_\_\_

Utilities Permit  
Page three  
Revised: 8/17/00

Recommended for Approval:

Signature: \_\_\_\_\_  
*[Handwritten Signature]*

Title: \_\_\_\_\_  
*Operations Manager*

Date: \_\_\_\_\_  
*11-17-14*

Approval by Board of County Commissioners, Columbia County, Florida:

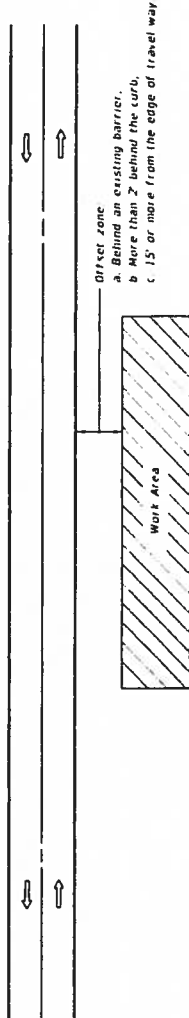
YES ( )      NO ( )

Date Approved: \_\_\_\_\_

Chairman's Signature: \_\_\_\_\_

*Rec'd  
11-17-14*





**GENERAL NOTES**

1. If the work operation (including establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TCZ requirements and additional information, refer to Index No. 600.

**SYMBOLS**

-  Work Area
-  Lane Identification + Direction of Traffic

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES, ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

DESCRIPTION:

LAST REVISION  
07/01/05

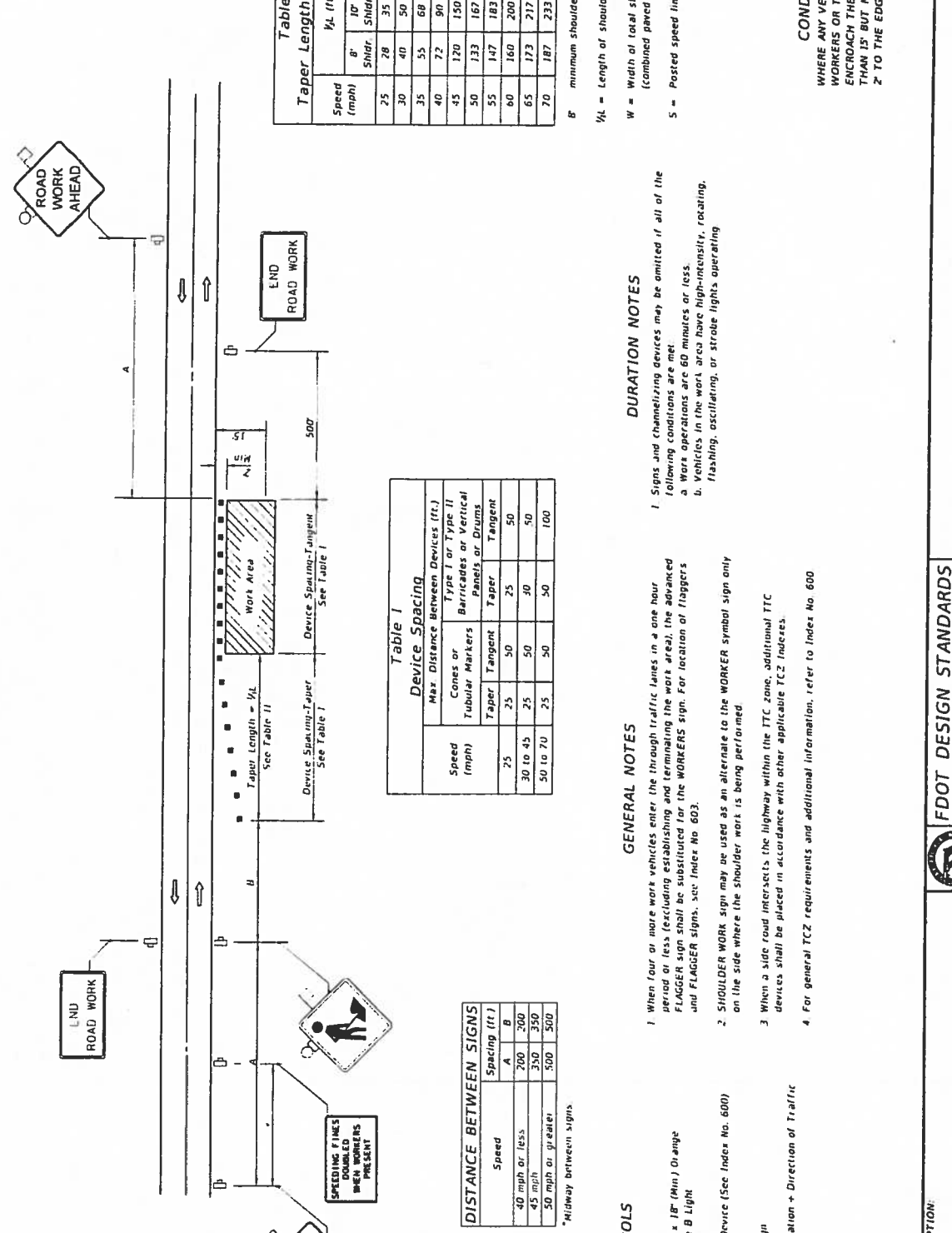
FDOT DESIGN STANDARDS  
2013



TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

INDEX NO.  
601

SHEET NO.  
1



**Table II**  
Taper Length - Shoulder

Speed (mph)	1/4 L (ft)		Notes
	8' Shldr.	17' Shldr.	
25	28	35	42
30	40	50	60
35	55	68	82
40	72	90	107
45	120	150	180
50	133	167	200
55	147	183	220
60	160	200	240
65	173	217	260
70	187	233	280

**Table I**  
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)	
	Cones or Tubular Markers	Type I or Type II Barricades or Vertical Panels or Drums
25	25	25
30 to 45	25	30
50 to 70	25	50

**DISTANCE BETWEEN SIGNS**

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	250	350
50 mph or greater	500	500

\*Midway between signs

8' minimum shoulder width  
 1/4 L = Length of shoulder taper in feet  
 W = Width of total shoulder in feet (combined paved and unpaved width)  
 S = Posted speed limit (mph)

**DURATION NOTES**

- Signs and channelizing devices may be omitted if all of the following conditions are met:
  - Work operations are 60 minutes or less.
  - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

**GENERAL NOTES**

- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of FLAGGER and FLAGGER signs, see Index No. 603.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC indexes.
- For general TTC requirements and additional information, refer to Index No. 600.

**SYMBOLS**

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

**CONDITIONS**  
 WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRoACH THE AREA CLoSER THAN 15' BUT NOT CLoSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 07/01/12

FDOT DESIGN STANDARDS 2013



TWO-LANE, TWO-WAY, WORK ON SHOULDER

INDEX SHEET NO. 602 NO. 1

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11-17-14

Meeting Date: 12-4-14

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [ ] Discussion Item

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
UTILITY PERMIT

Date: 10/10/2014 Permit No. \_\_\_\_\_ County Road: US 90 & FL Gateway Dr. Section No. \_\_\_\_\_

Permittee AT&T SE Florida  
Address 9010 NW 39<sup>th</sup> Ave., Gainesville, FL 32606 Telephone Number (352) 336-5534

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: PLACE BURIED CABLE FROM MANHOLE AT INT OF W US HWY 90 AND SW FL GATEWAY DR, SOUTH ON SW FL GATEWAY DR TO FRONT OF 350 SW FL GATEWAY DR, THEN AERIAL ON EXISTING FPL POLE LINE TO FRONT OF 530 SW FL GATEWAY DR.

Submitted for the Utility Owner by: Daniel McGarity, Mgr OSPE *Daniel McGarity* 10/10/14  
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within the corporate limits of Municipality: YES ( ) NO (X). If YES: LAKECITY ( ) FORT WHITE ( ). A letter of notification was mailed on 10/10/14 to the following utility owners: City of Lake City Utilities, Comcast, FPL, Lake City Gas, and Columbia County Public Works.

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby, located at P.O. Box 969, Lake City, FL 32056 Telephone Number (386) 752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is Randy Vaughn, Telephone Number (352) 336-5548 (This name may be provided at the time of the 24 hour notice to starting work).

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 30 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

Utilities Permit  
Revised: 08-28-00

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileged herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the Columbia County Board of County Commissioners from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on the Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between N/A and N/A within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instruction: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inch (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these special instructions.

Submitted By: AT&T SE Florida  
Permittee

Place Corporate Seal  
Attested

Daniel McGarity, Mgr. OPS Planning & Design  
Signature Title

Utilities Permit  
Revised: 5/4/99

Recommended for Approval:

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Approved by Columbia County Board of County Commissioners:

YES ( ) NO ( )

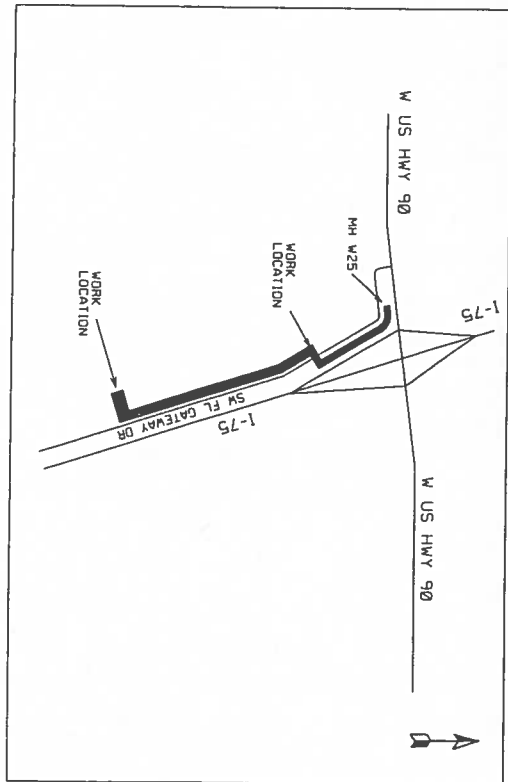
Date Approved: \_\_\_\_\_

Chairman's Signature: \_\_\_\_\_

*Rec'd  
11-17-14*



# LOCATION MAP



**PERMIT NOTES:**

AT&T PROPOSES TO PLACE THE FOLLOWING TELEPHONE FACILITIES:

- 2195' OF 48 STRAND FIBER CABLE (BURIED ENVIRONMENT)
- 5 30"x48" HANDHOLES (BURIED ENVIRONMENT)
- 2 ROADWAY BORES (BURIED ENVIRONMENT)
- 5 DRIVEWAY BORES (BURIED ENVIRONMENT)

PRIMARY METHOD OF PLACEMENT WILL BE MECHANICALLY PLACED, UNLESS NOTED OTHERWISE.

CONTACT INFORMATION FOR THE AT&T BUILD SUPERVISOR:  
JIM KNAUER (288) 673-0286/6163

CONTACT INFORMATION FOR THE AT&T FACILITIES INSTALLER (CONTRACTOR):  
DANTE A. CONSTRUCTION CORP OF FLORIDA, INC.  
DANTE A. CONSTRUCTION CORP OF FLORIDA, INC.  
15911 48th Street, Littleton, CO 80120

**NOTE TO PERMITTING AGENCY:**

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON WHO HAS BEEN NOTIFIED AND SHOULD BE REPOSED WORK TO BE PERFORMED ON THIS PERMIT REQUEST SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS TO THE FIELD CONDITIONS AND/OR CORRECTIONS TO THIS PERMIT REQUEST.

**UC/SYNERGETIC**  
2132 ZIMMERMAN BLVD. WAYNE, NC 28387

UC SYNERGETIC  
2102 CAMDEN DR. BELTWAY DR  
CHARLOTTE, NC 28273

UCS DESIGNER:  
KEITH HERRIN  
904-330-3805

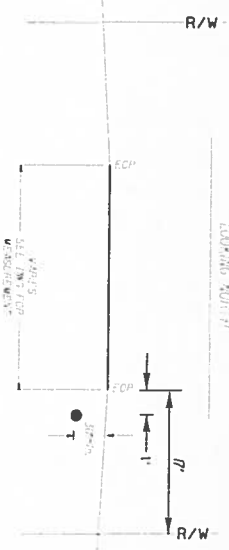
**CAUTION**  
BURIED GAS LINE IN AREA...  
LOCATE ALL BURIED UTILITIES  
PRIOR TO ANY DIGGING

<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
SW FL GATEWAY DR	
386752/FLC	
MCCARTHY, DANIEL	
386-752-4984	
43E6111N	
1	7

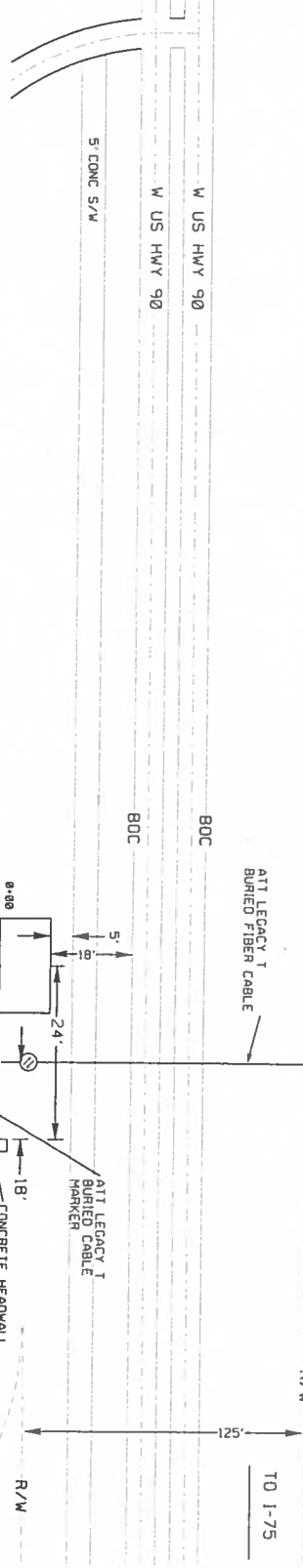
LOCATE ALL BURIED UTILITIES  
PRIOR TO ANY DIGGING

CAUTION  
BURIED GAS LINE IN AREA...

CROSS SECTION  
L0041MG-40774  
SEE PLAN TOP  
FOR DIMENSIONS



R/W



**BURIED SYMBOL LEGEND**

Proposed	Existing	Description
B	B	BURIED CABLE
BU	BU	BUR JOINT - TRENCH
		ENCLOSURE
		MANHOLE
		PIPE/CONDUIT
CA-MKR	CA-MKR	CABLE MARKER
B	B	BURIED SVC WIRE
BU	BU	JOINT - TRENCH SVC
N/A	N/A	BORE
N/A	N/A	CUT PAVEMENT
	N/A	SPLICING PIT
2000 (1247)	N/A	TRENCH LENGTH/DEPTH

1/25/11 3:29:43 PM

**ATTSE**

PROPOSED TELEPHONE FACILITIES  
ON RIGHT OF WAY OF  
COLUMBIA COUNTY  
SW FL GATEWAY DR

386752/FLC

MCCARTHY, DANIEL

386-752-4984

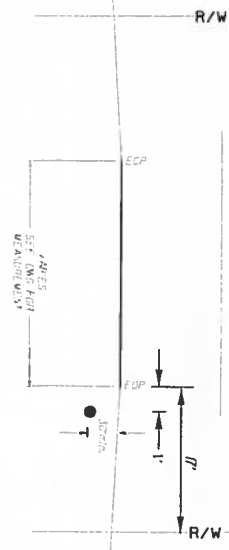
43EGUIGN

2

7



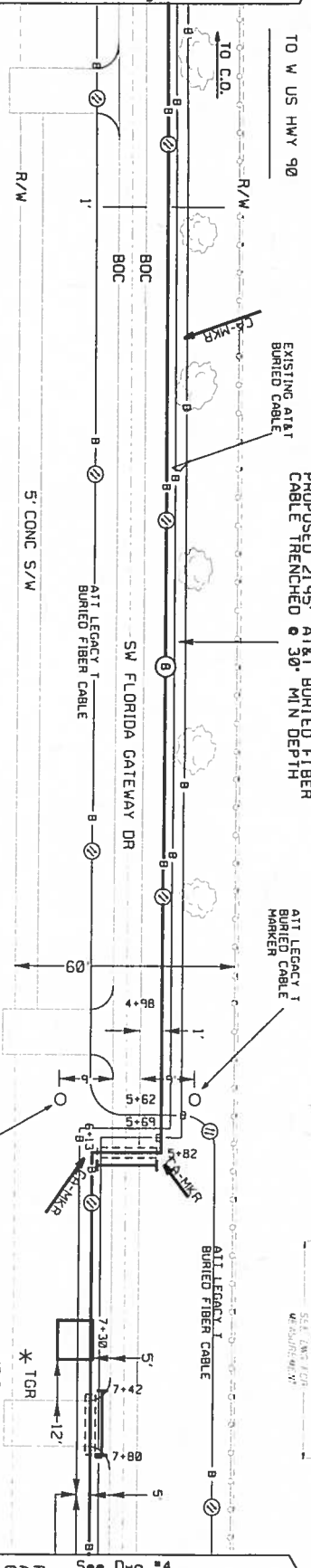
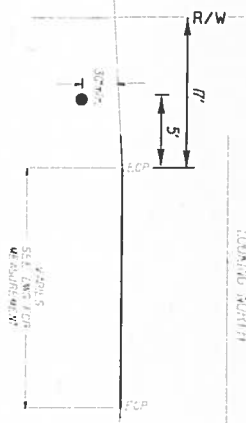
CROSS SECTION  
LOOKING NORTH



LOCATE ALL BURIED UTILITIES  
PRIOR TO ANY DIGGING

CAUTION  
BURIED GAS LINE IN AREA...

CROSS SECTION  
LOOKING NORTH



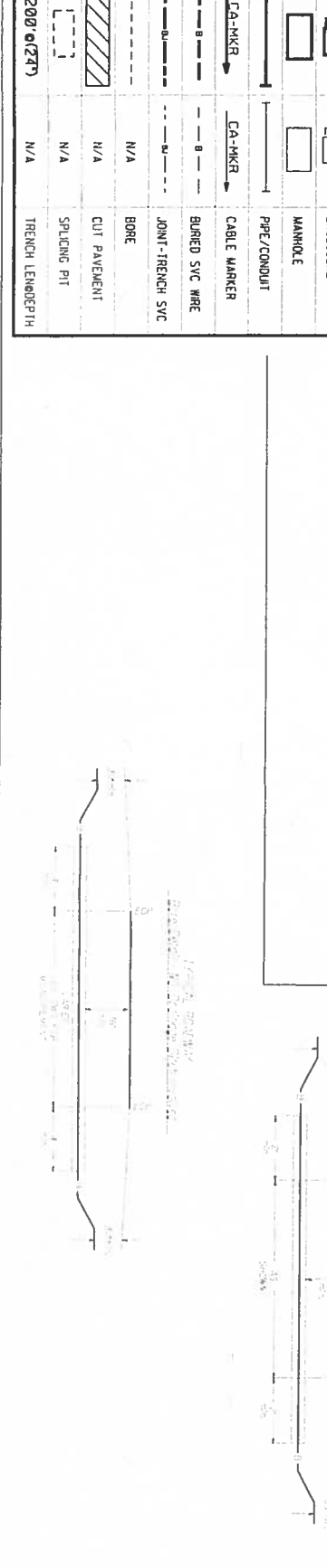
PROPOSED 30' AT&T BORE  
AND PLACEMENT OF 2\"/>

PROPOSED 38' AT&T BORE  
AND PLACEMENT OF 2\"/>

**BURIED SYMBOL LEGEND**

Proposed	Existing	Description
—B—	—B—	BURIED CABLE
—B—	—B—	BUR JOINT - TRENCH
—B—	—B—	ENCLOSURE
—B—	—B—	ENCLOSURE
—B—	—B—	MANHOLE
—B—	—B—	PIPE/CONDUIT
—B—	—B—	CABLE MARKER
—B—	—B—	BURIED SVC WIRE
—B—	—B—	JOINT - TRENCH SVC
—B—	—B—	BORE
—B—	—B—	CUT PAVEMENT
—B—	—B—	SPlicing PIT
—B—	—B—	TRENCH LENGTH

ECOND LODGE  
178 SW FLORIDA GATEWAY DR



**ATTSE**

PROPOSED TELEPHONE FACILITIES  
ON RIGHT OF WAY OF  
COLUMBIA COUNTY

SW FL GATEWAY DR

386752/FLC

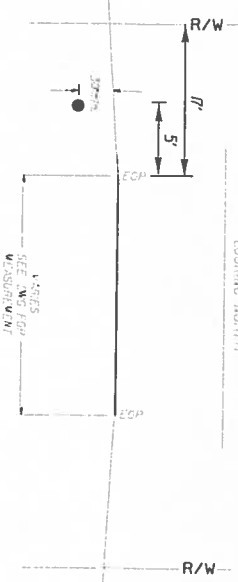
MCCARTHY, DANIEL

386-752-4984

43E616N

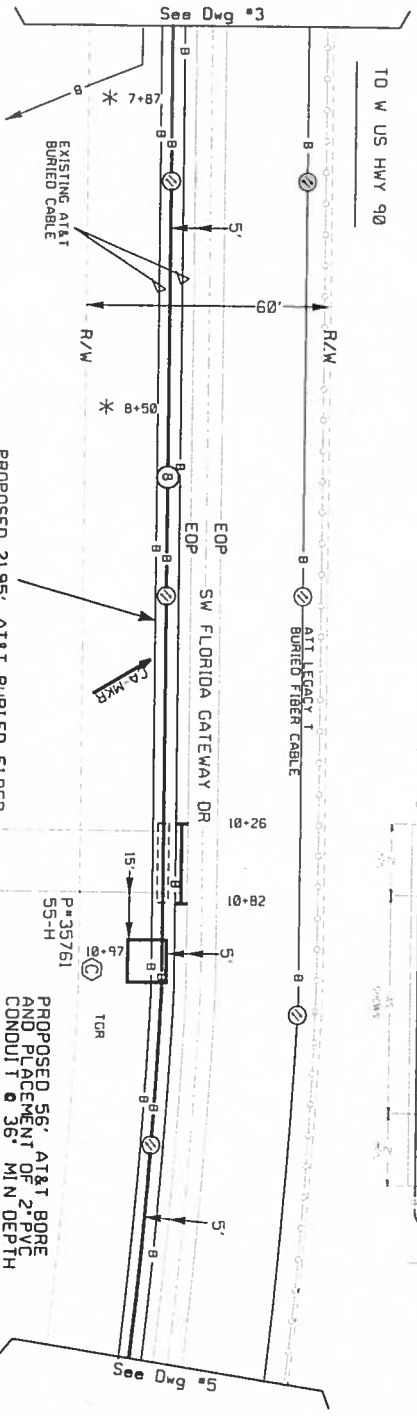
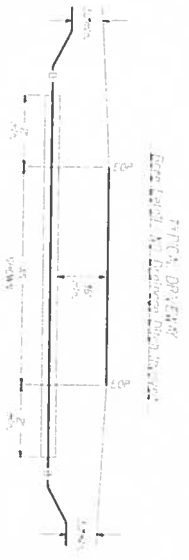
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CROSS SECTION  
LOOKING NORTH



LOCATE ALL BURIED UTILITIES  
PRIOR TO ANY DIGGING

CAUTION  
BURIED GAS LINE IN AREA...



COUNTRY INN & SUITES  
350 SW FL GATEWAY DR

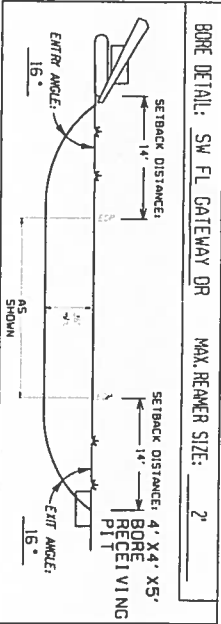
**BURIED SYMBOL LEGEND**

Proposed	Existing	Description
		BURIED CABLE
		BUR JOINT-TRENCH
		ENCLOSURE
		MANHOLE
		CABLE MARKER
		PVC/CONDUIT
		BURIED SVC WIRE
		JOINT-TRENCH SVC
		BORE
		CUT PAVEMENT
		SPlicing PIT
		TRENCH LENGTH

**ATTSE**

PROPOSED TELEPHONE FACILITIES  
ON RIGHT OF WAY OF  
COLUMBIA COUNTY  
SW FL GATEWAY DR  
386752/FLC  
MCGARITY, DANIEL  
386-752-4984  
43E6116N  
4

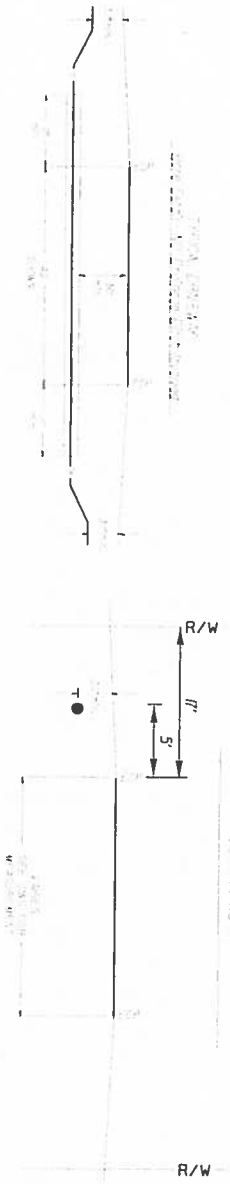
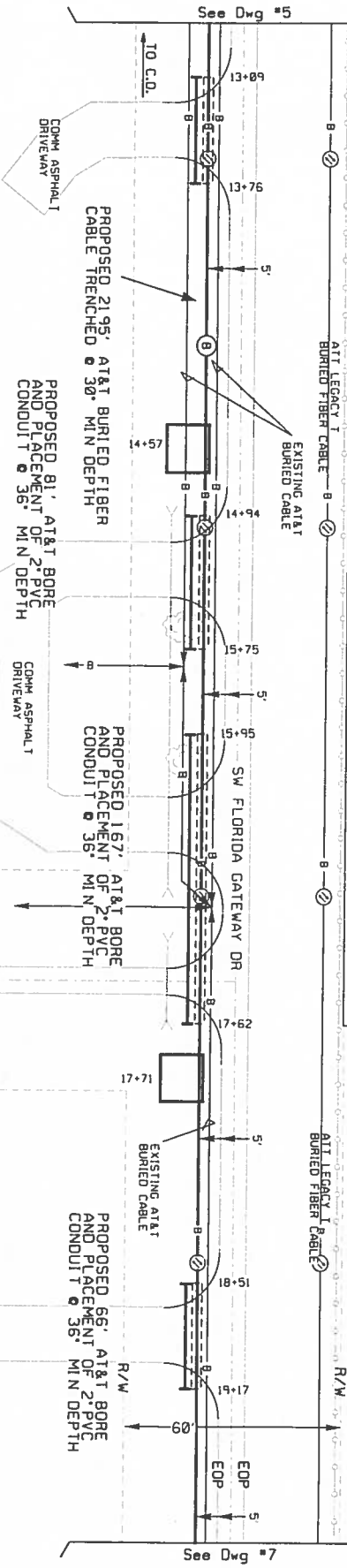
PROPOSED 67' AT&T BORE AND PLACEMENT OF 2" PVC CONDUIT @ 36" MIN DEPTH TO W US HWY 90



CAUTION GAS LINE IN AREA...  
 LOCATE ALL BURIED UTILITIES PRIOR TO ANY DIGGING



BURIED SYMBOL LEGEND		
Proposed	Existing	Description
		BURIED CABLE
		BUR JOINT-TRENCH
		ENCLOSURE
		MANHOLE
		PIPE/CONDUIT
		CABLE MARKER
		BURIED SVC WIRE
		JOINT-TRENCH SVC
		BORE
		CUT PAVEMENT
		SPLICING PIT
		TRENCH LENGTH

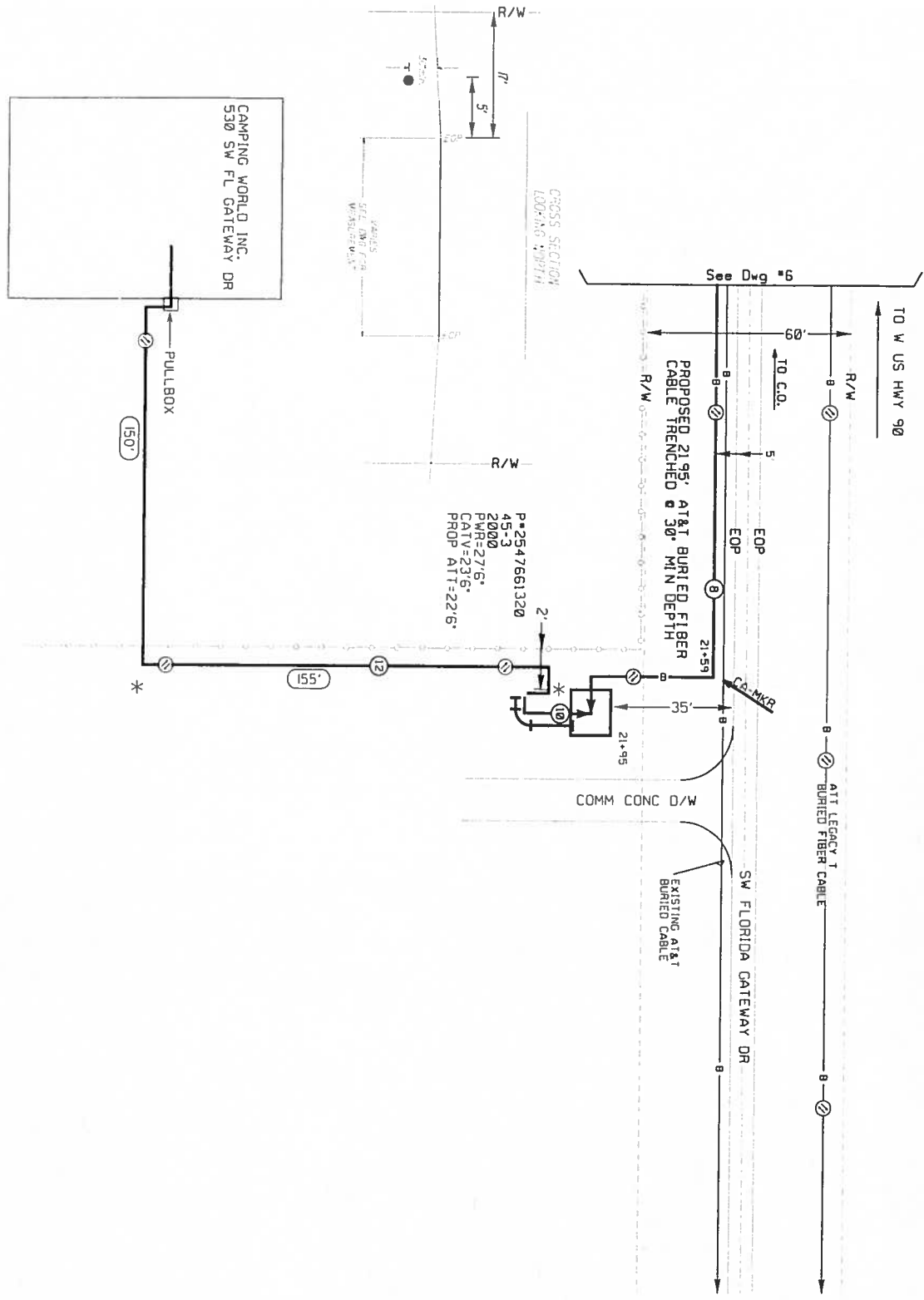


<b>ATTSE</b>	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
SW FL GATEWAY DR	386752/FLC
MCGARITY, DANIEL	386-752-4984
43E616N	5
7	

7/20/14 9:28:33 AM

CAUTION  
BURIED GAS LINE IN AREA...

LOCATE ALL BURIED UTILITIES  
PRIOR TO ANY DIGGING



BURIED SYMBOL LEGEND		
Proposed	Existing	Description
— B —	— B —	BURIED CABLE
— B-J —	— B-J —	BUR JOINT-TRENCH
— B-E —	— B-E —	ENCLOSURE
— B-EN —	— B-EN —	ENCLOSURE
— B-M —	— B-M —	MANHOLE
— B-PC —	— B-PC —	PIPE/CONDUIT
— B-CM —	— B-CM —	CABLE MARKER
— B-SW —	— B-SW —	BURIED SVC WIRE
— B-JT —	— B-JT —	JOINT-TRENCH SVC
— B-B —	— B-B —	BORE
— B-C —	— B-C —	CUT PAVEMENT
— B-SP —	— B-SP —	SPlicing PIT
— B-T —	— B-T —	TRENCH LENGTH/DEPTH

**AT&T**

PROPOSED TELEPHONE FACILITIES  
ON RIGHT OF WAY OF  
COLUMBIA COUNTY

SW FL GATEWAY DR

386752/FLC

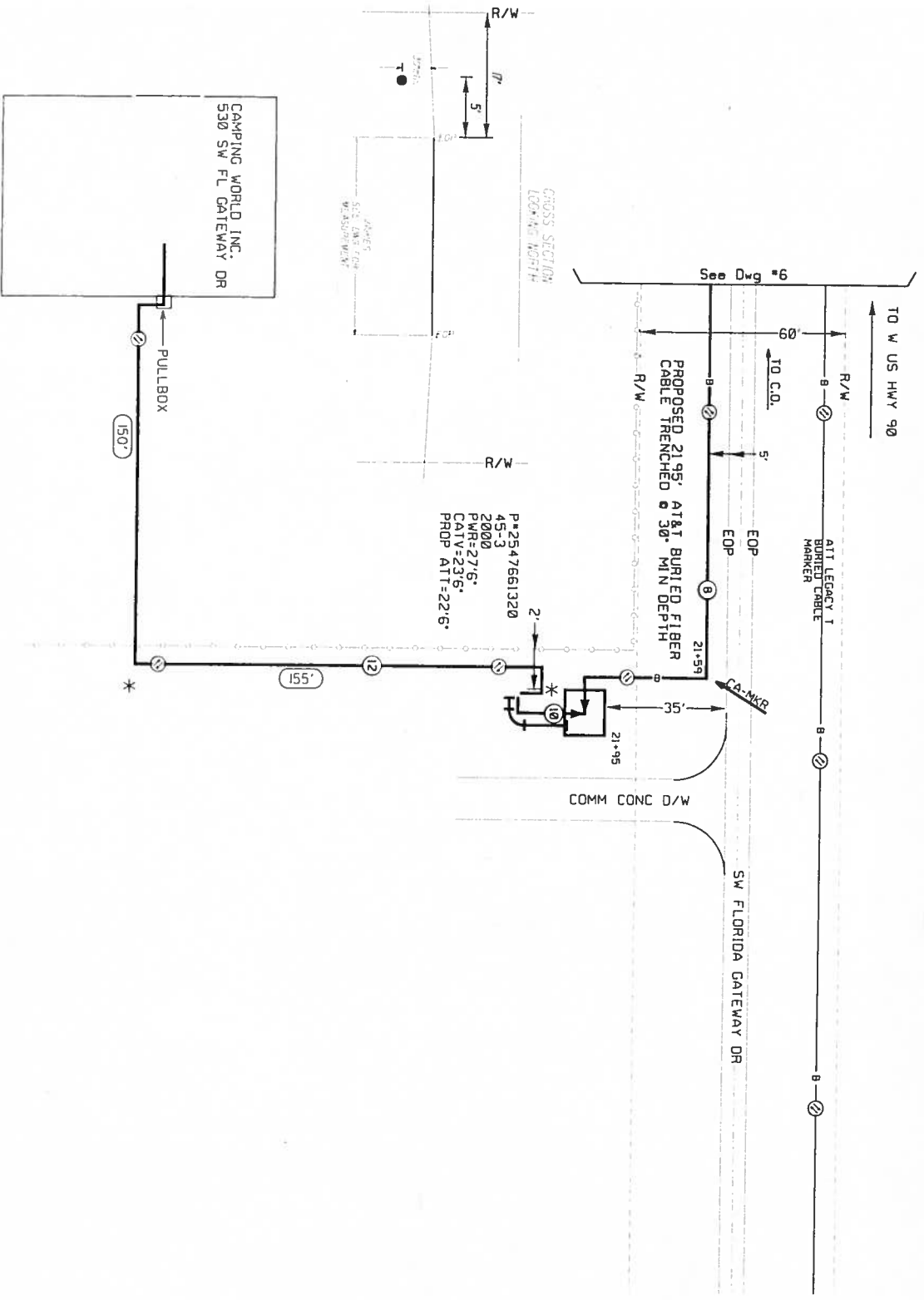
MCGARITY, DANIEL

386-752-4984

43E6111GN

6 7

DATE: 9-20-95 11:28 AM



P=2547661320  
 45-3  
 2000  
 PWR=27'6"  
 CATV=23'6"  
 PROP ATT=22'6"

**BURIED SYMBOL LEGEND**

Proposed	Existing	Description
— B —	— B —	BURIED CABLE
— B-J —	— B-J —	BUR JOINT-TRENCH
— B-E —	— B-E —	ENCLOSURE
— B-EN —	— B-EN —	ENCLOSURE
— B-M —	— B-M —	MANHOLE
— B-PC —	— B-PC —	PIPE/CONDUIT
— B-CM —	— B-CM —	CABLE MARKER
— B-SW —	— B-SW —	BURIED SVC WIRE
— B-JT —	— B-JT —	JOINT-TRENCH SVC
— B-B —	— B-B —	BORE
— B-C —	— B-C —	CUT PAVEMENT
— B-S —	— B-S —	SPlicing PIT
— B-T —	— B-T —	TRENCH LENGTH

**ATTSE**

PROPOSED TELEPHONE FACILITIES  
 ON RIGHT OF WAY OF  
 COLUMBIA COUNTY

SW FL GATEWAY DR

386752/FLC

MCGARITY, DANIEL

386-752-4984

43EGJGN

7 7

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11-24-14 Meeting Date: 12-4-14

Name: Kevia Kirby Department: Operations

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?  N/A
- Yes Account No. \_\_\_\_\_
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

- Consent Item
- Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS  
UTILITY PERMIT**

Date 11/19/14 Permit No. \_\_\_\_\_ County Road SW Pinehurst Dr Section No. \_\_\_\_\_

Permittee Comcast Cable\_

Address 5934 Richard St, Jacksonville, FL 32216 \_\_\_\_\_ Telephone Number 904-380-6368 \_\_\_\_\_

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain Proposed CATV facilities SW Pinehurst Dr(216) 4252' underground CATV,  
Node:LC007/Project : 216 SW Pinehurst Dr /PC:LH

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast-----11/19/14 \_\_\_\_\_

Billie Lentes  
Typed Name & Title

Signature

Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES (X) NO ( ). If YES: LAKE CITY ( ) FORT WHITE ( ). A letter of notification was mailed on 11/19/14 \_\_\_\_\_ to the following utility owners AT&T, FPL, TecoGas \_\_\_\_\_

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby \_\_\_\_\_ located at 607 NW Quinten St, Lake City, FL \_\_\_\_\_ Telephone Number 386-719-7565 \_\_\_\_\_ The PERMITTEE's employee responsible for Maintenance of Traffic is Larry Henderson \_\_\_\_\_ Telephone Number 904-380-6368 \_\_\_\_\_ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 90 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations:-----  
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It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Billie Lentes/Agent for Comcast \_\_\_\_\_  
Permittee

Place Corporate Seal

Signature and Title  \_\_\_\_\_

Attested \_\_\_\_\_



Utilities Permit  
Page three  
Revised: 8/17/00

Recommended for Approval:

Signature: \_\_\_\_\_ 

Title: \_\_\_\_\_ *Operations Manager*

Date: \_\_\_\_\_ *11-20-14*

Approval by Board of County Commissioners, Columbia County, Florida:

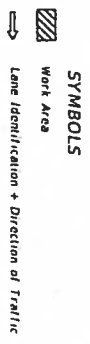
YES ( )      NO ( )

Date Approved: \_\_\_\_\_

Chairman's Signature: \_\_\_\_\_

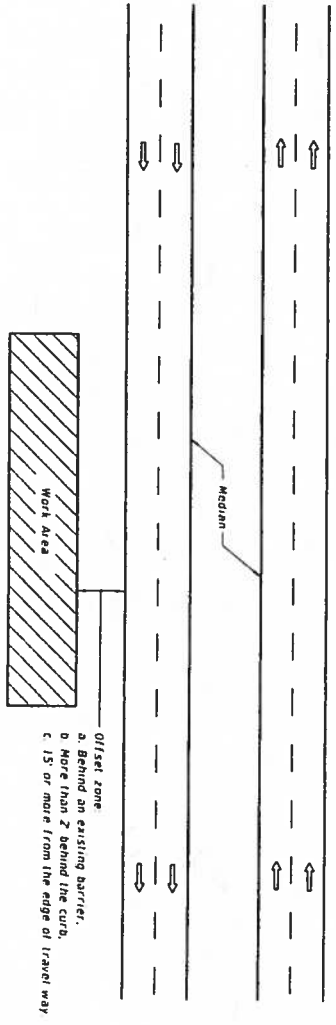
*Rec'd  
11-20-14*

LAST REVISION 07/01/05	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	MULTILANE WORK OUTSIDE SHOULDER	INDEX NO 611	SHEET NO 1 OF 1
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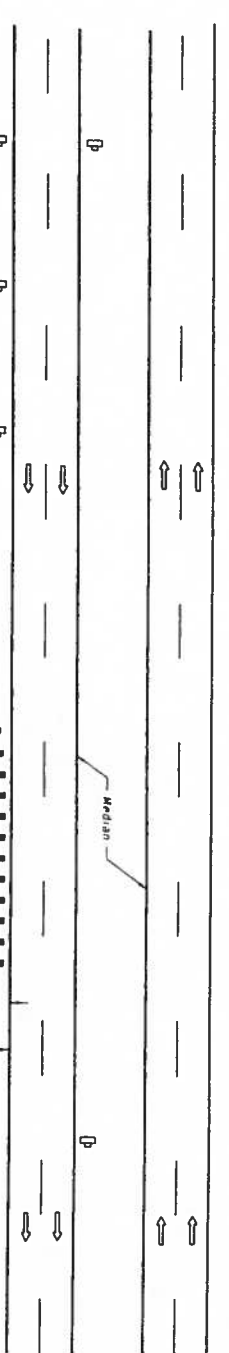
**GENERAL NOTES**

- 1 If the work operation (excluding establishing and terminating the work area), requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in accordance with Index No. 612.
- 2 No special signing is required.
- 3 This index also applies when work is being performed on a multilane undivided highway.
- 4 This index also applies to work performed in the median behind an existing barrier or more than 15' from the edge of travel way, both roadways. Work performed in the median behind curb and gutter shall be in accordance with Index No. 612.
- 5 When a side road intersects the highway within the work area, additional traffic control devices shall be placed in accordance with other applicable TCZ indexes.
- 6 When construction activities encroach on a sidewalk, refer to Index No. 600.
- 7 For general TCZ requirements and additional information, refer to Index No. 600.



**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.



**DISTANCE BETWEEN SIGNS**

Speed	Spacing (ft.)	
40 mph or less	A	B
45 mph	200	200
50 mph or greater	350	350
	500	500

\* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

**Table I**

**Device Spacing**

Speed (mph)	Max. Distance Between Devices (ft.)	
	Type I or Type II Cones or Tubular Markers	Type I or Type II Barricades or Vertical Panels or Drums
25	25	25
30 to 45	25	30
50 to 70	25	50

**GENERAL NOTES**

1. If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
2. This TCC plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
3. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
4. WORKERS signs to be removed or fully covered when no work is being performed.
5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
6. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC indexes.
7. For general TCZ requirements and additional information, refer to Index No. 600.

**DURATION NOTES**

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
  - a. Work operations are 60 minutes or less.
  - b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

**Table II**  
**Taper Length - Shoulder**

Speed (mph)	1/2 (ft.)			Notes
	B <sup>a</sup> Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	WS <sup>c</sup> L=W <sup>c</sup> 60
30	40	50	60	
35	55	68	82	L=W <sup>c</sup> 65
40	72	90	107	
45	120	150	180	L=W <sup>c</sup> 55
50	132	162	200	
55	147	187	220	L=W <sup>c</sup> 60
60	160	200	240	
65	173	212	260	L=W <sup>c</sup> 70
70	187	237	280	

<sup>a</sup> minimum shoulder width

<sup>b</sup> Length of shoulder taper in feet  
W = Width of total shoulder in feet (combined paved and unpaved width)

<sup>c</sup> Posted speed limit (mph)

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRDACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 7' TO THE EDGE OF TRAVEL WAY.

- SYMBOLS**
- Work Area
  - Sign With 18" X 18" (4m) Orange Flag And Type B Light
  - Channelizing Device (See Index No. 600)
  - Work Zone Sign
  - Lane Identification + Direction of Traffic



FDOT 2014 DESIGN STANDARDS

INDEX NO. 612  
SHEET NO. 1 of 1

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11-24-14

Meeting Date: 12-4-14

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: Approve FDOT Small Co. Outreach Program Agreement to reconstruct Herlong St. Phase 1 & 2 - Resolution 2014R-48

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?
- N/A
  - Yes Account No. \_\_\_\_\_
  - No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

- Consent Item
- Discussion Item

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**  
(Project Administered by County)

Financial Project No.: **430696-1,2-58-01**  
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Columbia County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT participation pursuant to Section 339.2813(4), Florida Statutes, is a 75 percent of project costs requiring local contribution of 25 percent.

WHEREAS, a waiver or reduction of the local contribution may be authorized by the DEPARTMENT, subject to available funding, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes, where the DEPARTMENT may increase the amount of state funds for projects in eligible Rural Areas of Opportunity provided all other eligibility requirements of the Small County Outreach Program are met.

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under **Financial Project No. 430696-1,2-58-01**, for design, construction and construction engineering and inspection for the road reconstruction of SW Herlong Street from SR 47 to CR 131 (430696-1-58-01 – Phase 1) and from CR 131 to SR 25 / US 441 (430696-2-58-01 – phase 2), hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. **SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

Kim Evans, Local Programs Coordinator  
Program Management – MS 2014  
1109 South Marion Avenue  
Lake City, Florida 32025

**TO COUNTY:**

Chad Williams, P.E.  
Columbia County Engineer  
Post Office Drawer 1529  
Lake City, Florida 32025

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Design to be completed on or before April 24, 2015.
- ii) Construction contract to be let on or before December 31, 2015.
- iii) Construction to be completed on or before December 31, 2016.

B. The COUNTY agrees to complete the PROJECT on or before **December 31, 2016**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

## COMPENSATION AND PAYMENT

- A. The total estimated cost of the TOTAL PROJECT (Phase 1 & 2) is \$2,855,876.00. The DEPARTMENT will fund \$2,141,907.00. The COUNTY acknowledges and agrees that PROJECT funding may be increased or reduced from the total estimated cost upon determination of the construction contract award amount, funding availability and execution of a supplemental agreement. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.
- B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:
- monthly
  - quarterly, or
  - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.
- C. The COUNTY'S matching participation is in the form of:
- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
  - In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit \_\_\_\_\_.
  - Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit \_\_\_\_\_.
  - Waiver or reduction of County's matching participation, further described in **Exhibit B**.
- D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.
- E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.
- F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.
- G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.
- H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved.
- I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests

payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated: "The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

M. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

O. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### 4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."



B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

## 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section, described in **Exhibit 1**.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In

determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).
- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
  - a. The DEPARTMENT at the following address:  
  
Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
  - b. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
  - a. The DEPARTMENT at the following address:  
  
Florida Department of Transportation  
Office of Comptroller, MS 24

605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

## 7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within 90 days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

## 8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**COLUMBIA COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DISTRICT SECRETARY  
DISTRICT TWO

District Construction/Maintenance  
Engineer Approval:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_

Availability of Funds  
Approval:

\_\_\_\_\_

(Date)

Financial Project No.:430696-1,2-58-01  
Catalog of State Financial Assistance No.: 55009

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Columbia County Board of County Commissioners dated

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#### **PROJECT LOCATION:**

The project is referred to SW Herlong Street from SR 47 to CR 131 (Phase 1) and from CR 131 to SR 25 / US 441 (Phase 2) in Columbia County, Florida.

#### **PROJECT DESCRIPTION:**

The project consists of the **road reconstruction** as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection

#### **AGENCY RESPONSIBILITIES:**

- The Agency is required to provide a copy of the signed and sealed design plans for the Department's file.
- The Agency is required to provide bid documents for Department review and approval.
- The Agency is required to send an Engineer's Estimate and scope of services.
- The Agency is required to send a preliminary schedule from the selected contractor, once available.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$2,141,907.00**

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Honorable Stephen Bailey, Chair Columbia County BOCC Post Office Drawer 1529 135 N. East Hernando Avenue Lake City, Florida 32056	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SMALL COUNTY OUTREACH PROGRAM                  (SCOP)</b>	Financial Project ID: <b>430696-1,2-58-01</b>
	SCHEDULE OF FUNDING EXHIBIT "B"	Contract Number:

**PROJECT DESCRIPTION**

Name: SW Herlong Street

Length N/A

Termini: from SR 47 to CR 131 (430696-1-58-01 – Phase 1) and from CR 131 to SR 25 / US 441 (430696-2-58-01 – Phase 2)

Description of Work: road reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (75%)
<b>Design</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u>  Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Right of Way</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u>  Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Construction</b> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> <u>2017-2018</u> <u>2018-2019</u>  Total Construction Costs	\$ 2,855,876.00 _____ _____ _____ _____ \$ 2,855,876.00	\$ 713,969.00 _____ _____ _____ _____ \$ 713,969.00	\$ 2,141,907.00 _____ _____ _____ _____ \$ 2,141,907.00
<b>Construction Engineering and Inspection</b> <u>2019-2020</u> <u>2020-2021</u> <u>2021-2022</u> <u>2022-2023</u>  Total Construction Costs	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Total Cost of Project</b>	\$ 2,855,876.00	\$ 713,969.00	\$ 2,141,907.00

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. **However, Columbia County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.**

## EXHIBIT 1

**FEDERAL** and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.009 – Small County Outreach Program (SCOP)	\$2,141,907.00

### Compliance Requirements

1. Allowed: per F.S. 339.2818, Department of Transportation-approved roadway projects involving repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.
2. Per F.S. 339.2818, any county that has a population of 150,000 or less as determined by the most recent official estimate pursuant to F.S. 186.901.
3. Per F.S. 339.2818, the department shall fund 75 percent of the cost of projects on county roads funded under the program. The county's 25 percent share can be funds or in-kind services. Waiver-eligible counties may request, from the Department, a waiver of this match as part of the Rural Economic Development Initiative (REDI).

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.



**COLUMBIA COUNTY, FLORIDA  
RESOLUTION NO. 2014R-48**

**A RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA  
APPROVING STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, SMALL COUNTY OUTREACH PROGRAM  
AGREEMENT WITH COLUMBIA COUNTY, FLORIDA TO  
RECONSTRUCT SW HERLONG STREET FROM SR 47 TO SR  
25/US441, IN COLUMBIA COUNTY, FLORIDA.**

**WHEREAS**, Columbia County has the authority to enter into a Construction and Maintenance Agreement with the State of Florida, Department of Transportation, (“Department”); and **WHEREAS**, Columbia County believes it is in the best interest to facilitate the reconstruction of SW Herlong Street from SR 47 to SR 25/US 441 in Columbia County Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 430696-1-2-58-01.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, as follows:

**Section 1.** Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 430696-1-2-58-01, a copy of which is attached hereto and made a part hereof.

**Section 2.** The Chairman of the Board of County Commissioners, together with any other appropriate County officials, are authorized to execute the agreement on behalf of Columbia County, Florida.

**UNANIMOUSLY PASSED AND ADOPTED** by the Board of County Commissioners  
of Columbia County, Florida, at its regular session on \_\_\_\_\_.

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

**BY:** \_\_\_\_\_  
Ronald Williams, Chairman

**ATTEST:** \_\_\_\_\_  
P. DeWitt Cason, Clerk of Court

(SEAL)

10

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11/25/14

Meeting Date: 12/04/14

Name: Ben Scott

Department: Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Purchase data disaster recovery hardware and software. (See Attached)

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-11

FROM

001-8400-584.90-97

General Fund Equipment Reserve

TO

001-1000-511.60-64

BCC Equipment Purchases

AMOUNT

\$12,719

For Use of County Manger Only:

Consent Item     Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

November 20, 2014

**M E M O**

TO: Ben Scott

FR: Todd Manning

RE: **BCC Data Disaster Recovery Plan**

The BCC data center located in the courthouse has been utilizing a Sonicwall CDP 6080 appliance to perform local critical data backups and data restoration. The CDP appliance also provides a service to store offsite backups through an encrypted tunnel located at Sonicwall's datacenter.

The CDP appliance was purchased in October of 2009 and has since been declared by Sonicwall to be end of life. Sonicwall will no longer provide technical support or replacement parts for the entire CDP product line.

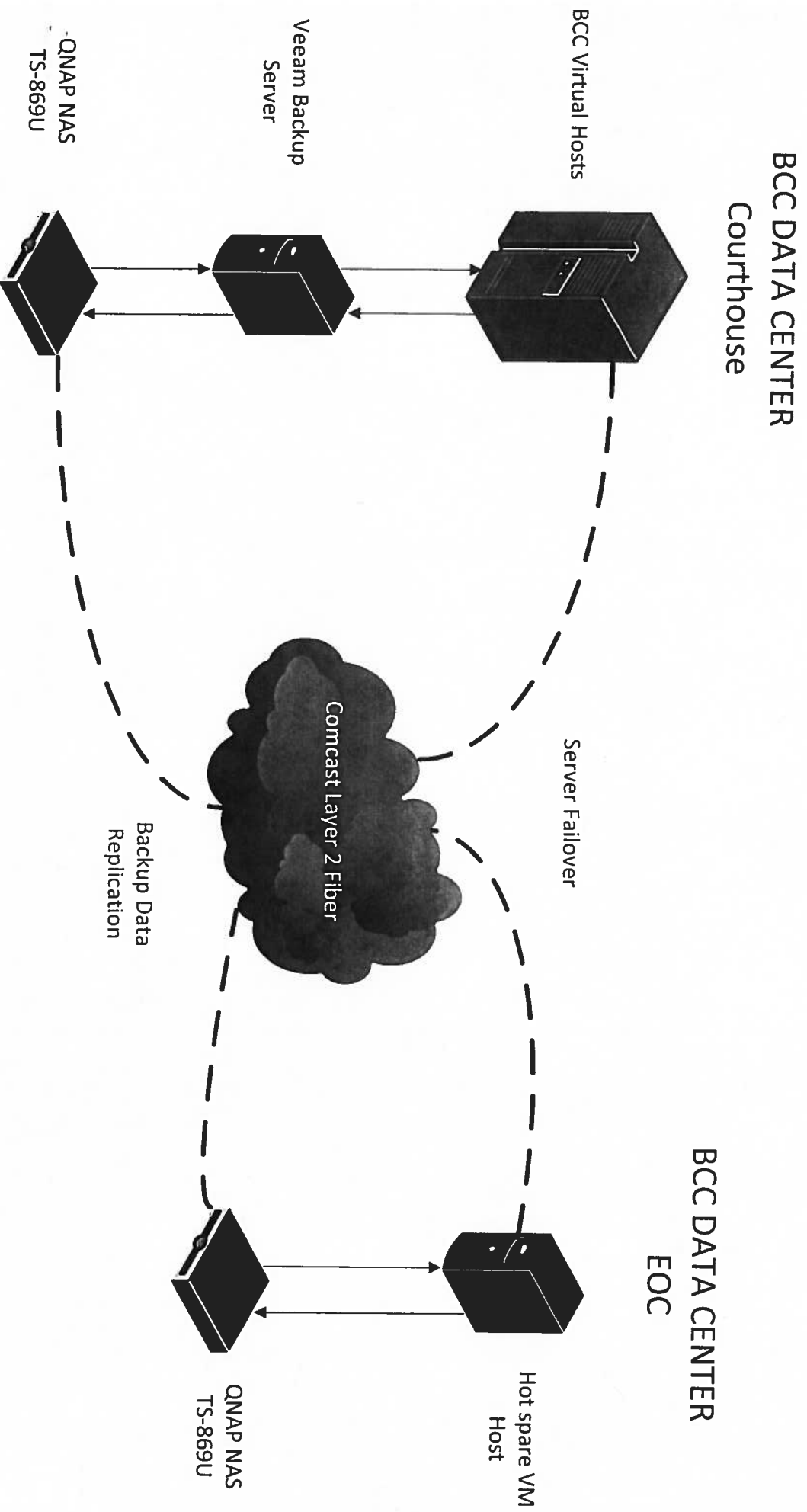
Disaster recovery is a critical piece of our data infrastructure and I feel that it is in jeopardy. Hardware failures could hinder our ability to recover critical data and has the potential to cripple our datacenter should an event occur.

I have attached a schematic and a quote for a proposed solution where the Emergency Operations Center is configured as the BCC DR site. By utilizing existing LAN connectivity and purchasing new backup software along with shared storage appliances, we can backup critical systems locally and utilize the EOC for server redundancy and offsite data storage.

If you have any questions please let me know.

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

# BCC Data Disaster Recovery Plan





CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FSJH671	5709152	11/18/2014

**BILL TO:**  
 COLUMBIA COUNTY  
 PO BOX 1529

**SHIP TO:**  
 COLUMBIA COUNTY  
 Attention To: TODD MANNING  
 PO BOX 1529

Accounts Payable  
 LAKE CITY, FL 32056-1529

LAKE CITY, FL 32056-1529  
 Contact: TODD  
 MANNING 386.719.7442

Customer Phone #386.719.2028

Customer P.O. # QNAP DR SITE QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
<b>BART HECKMAN 877.404.6297</b>	UPS Ground	Net 30 Days-Govt State/Local	858012621855C5

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	2770857	QNAP TS-869 2U 8BAY ISCSI NAS USB Mfg#: TS-869U-RP-US Contract: National Joint Powers Alliance 111309-CDW 111309-CDW	1,970.98	3,941.96
16	3427120	WD 2TB RED PRO SATA 6GBPS 7.2K 3.5IN Mfg#: WD2001FFSX Contract: National Joint Powers Alliance 111309-CDW 111309-CDW	150.82	2,413.12
3	3076910	VEEAM BU ESS ENT+2SKT BND F/VMW Mfg#: P-ESSPLS-VS-P0000-00 Contract: National Joint Powers Alliance 111309-CDW 111309-CDW	1,973.00	5,919.00
3	3076956	Electronic distribution - NO MEDIA VEEAM BU ESS+2SK BND VMW 24X7 MNT 1Y Mfg#: V-ESSPLS-VS-P024Y-00 Contract: National Joint Powers Alliance 111309-CDW 111309-CDW	109.00	327.00
2	2849539	Electronic distribution - NO MEDIA QNAP RAIL KIT FOR 1U RACKMOUNT Mfg#: RAIL-C01 Contract: National Joint Powers Alliance 111309-CDW 111309-CDW	58.81	117.62
SUBTOTAL				12,718.70
FREIGHT				0.00
TAX				0.00

US Currency  
**TOTAL** 12,718.70

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.705.9472

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>  
 For more information, contact a CDW account manager.

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

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AGENDA ITEM REQUEST FORM

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

Today's Date: November 24, 2014

Meeting Date: December 4, 2014

Name: David Kraus, Safety Manager

Department: 911 Combined Communications

Division Manager's Signature: 

1. Nature and purpose of agenda item: To authorize the County to accept the Rural E-911 Grant as approved by the State E-911 Board on October 15, 2014 for \$51,467 for annual maintenance on the 911 system.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?
- N/A
  - Yes Account No. \_\_\_\_\_
  - No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-12

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-911 State Grant Revenues 001-0000-334.20-15	Contractual Services 001-2511-525.30-34	\$51,467

For Use of County Manger Only:

- Consent Item
- Discussion Item



*COLUMBIA COUNTY, FLORIDA*

*COMBINED COMMUNICATIONS CENTER 9-1-1*

*263 NW LAKE CITY AVE.*

*LAKE CITY, FL 32055 (386) 758-1125 FAX (386) 758-1386*

INTEROFFICE MEMORANDUM

TO: David Kraus / Safety Manager

FROM: Thomas W. Brazil

A handwritten signature in black ink, appearing to be "T. Brazil", enclosed in a circular scribble.

Combined Communications Center 9-1-1 Director

RE: Pending Rural County E-911 Grant 2014

DATE: 11/24/2014

In September with BOCC approval we filed for a Rural E-911 County Grant from the Florida E-911 Board. The E-911 Board was prioritized and approved by the State E-911 Board on October 15, 2014, however to date we have yet to received the official award letter or funds from the E-911. We have received invoices from our 911 Maintenance vendor AK Associates for renewal of our 911 and Cassidian Support which laps on December 1, 2014. To keep us current I would request that we do a budget amendment in the amount of \$51,467.00 to enable us to pay and renew our maintenance contract with AK Associates until such time we received the grant funds from the State as reimbursement.

Attached is documentation regarding this matter.

cc: file



6. **Rural County 2014 Fall Program Application Review and Prioritization**  
Ms. Khazraee started the review process with an overview of the grant review process. The following Rural County Grant Applications were reviewed and prioritized. Some county representatives and vendors were available to provide justification to some grants:

COUNTY	AMOUNT REQUESTED	AMOUNT RECOMMENDED	PURPOSE	PRIORITY
Baker	\$28,143.24	\$28,143.24	E911 Maintenance	2a
Bradford	\$48,879.00	\$47,879.00	E911 Maintenance	2a
Bradford	Part B	\$1,000.00	Map Maintenance	2b
Calhoun	\$12,702.97	\$6,930.97	E911 Maintenance	2a
Calhoun	Part B	\$5,772.00	Map Maintenance	2b
Columbia	\$51,467.00	\$51,467.00	E911 Maintenance	2a
Desoto	\$17,267.48	\$17,267.48	E911 Maintenance	2a
Desoto	\$700.00	\$700.00	Coordinator Meeting	Withdrew
Dixie	\$49,676.80	\$44,676.80	E911 Maintenance	2a
Dixie	Part B	\$5,000.00	Supp ALI Database Maintenance	7
Dixie	\$52,527.16	\$52,527.16	E911 System Upgrade	4a
Franklin	\$4,167.00	\$4,167.00	E911 Maintenance	2a
Gadsden	\$46,399.12	\$46,399.12	E911 Maintenance	2a
Glades	\$44,491.61	\$28,394.61	E911 Maintenance	2a
Glades	Part B	\$5,597.00	Map Maintenance	4a
Glades	Part C	\$10,500.00	GIS Mapping Services	6b
Gulf	\$4,167.00	\$4,167.00	E911 Maintenance	2a
Hamilton	\$47,313.00	\$41,913.00	E911 Maintenance	2a
Hamilton	Part B	\$400.00	Map Maintenance	2b
Hamilton	Part C	\$5,000.00	Supp ALI Database Maintenance	7
Hardee	\$30,667.19	\$30,667.19	E911 Maintenance	2a
Hendry	\$64,483.43	\$55,583.43	E911 Maintenance	2a
Hendry	Part B	\$8,900.00	Map Maintenance	2b
Hendry	\$11,300.00	\$11,300.00	Recorder Replacement	4d
Lafayette	\$37,605.14	\$32,605.14	E911 Maintenance	2a
Lafayette	Part B	\$5,000.00	Supp ALI Database Maintenance	7
Liberty	\$23,046.10	\$23,046.10	E911 Maintenance	2a
Liberty	\$1,450.00	\$1,450.00	Coordinator's Meeting	Withdrew
Madison	\$41,227.00	\$39,266.00	E911 Maintenance	2a
Madison	Part B	\$1,961.00	Map Maintenance	2b
Putnam	\$90,717.75	\$90,235.25	E911 Maintenance	2a

Other issue(s) discussed:

Priority 7

Mr. Ford expressed that as he would not be present for the Board decision on Priority 7 grant requests; his vote at this time would be not to fund as inquiries have been previously made how and where supplemental ALI database has made a difference with no feedback other than imagine what if. Mr. Ford also stated that it is a requirement of the board to assure the effective use of 911 funds; responses other than 'imagine how good it would be if', would be required. Mr. Ford suggested that the board make a firm decision related to supplemental ALI database.



Where Technology, Creativity & Quality Service Meet

7 Independence Ave  
Derry, NH 03038

Telephone Number: (603) 432-5755  
Fax Number: (603) 434-0685

# Invoice

Date	Invoice #
11/3/2014	6441

**Bill To**  
 Columbia County Board of Commissioners  
 Jared Blanton, CPA  
 PO Box 1529  
 135 NE Hernando Ave. Room 218  
 Lake City, FL 32056-1529

Qty	Description	P.O. No.	Terms	Project	Rate	Amount
1	AK Quote #: AK071414-301a - AK Elite Premier Maintenance - 12/1/14 through 11/30/15				27,596.00	27,596.00
<b>Total</b>						\$27,596.00

Please remit to above address.



Where Technology, Creativity & Quality Service Meet

7 Independence Ave  
Derry, NH 03038

Telephone Number: (603) 432-5755  
Fax Number: (603) 434-0685

# Invoice

Date	Invoice #
11/3/2014	6442

**Bill To**  
 Columbia County Board of Commissioners  
 Jared Blanton, CPA  
 PO Box 1529  
 135 NE Hernando Ave. Room 218  
 Lake City, FL 32056-1529

Qty	Description	P.O. No.	Terms	Project	Rate	Amount
1	AK Quote #: AK072414-300c - Cassidain Support 12/1/14 - 11/30/15 - Side A				19,128.00	19,128.00
1	AK Quote #: AK072414-300c - Cassidian Support 12/1/14 through 11/30/15 - Side B				3,088.00	3,088.00
<b>Total</b>						<b>\$22,216.00</b>

Please remit to above address.

12

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11-24-14

Meeting Date: 12-4-14

Name: Kevia Kieky

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Adopt Resolution for Storm Water Assessments.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

[ ] Consent Item    [ ] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
PROJECT NUMBER 2014-15  
County Road 250W – NW Lake Jeffrey Rd.**

**BID PROPOSAL**

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	86,763.79	86,763.79
2	Maintenance of Traffic	LS	1	87,277.00	87,277.00
3	Milling (2")	SY	110,100	1.21	133,221.00
4	Asphaltic Concrete SP 12.5(Structural) 1.5 "	TN	9086	81.01	736,056.86
5	Asphaltic Concrete SP 9.5(Surface) 1.25 "	TN	7434	85.05	632,261.70
6	Sod (Bermuda)	SY	7,000	2.15	15,050.00
7	Staked Silt Fence	LF	1000	1.48	1,480.00
8	Borrow Material	CY	1500	11.57	17,355.00
9	Limerock Base, 6" (Intersections & Driveways)	CY	3500	26.45	92,575.00
10	Pipe Culvert, 18" S/D BCCMP	LF	3000	31.70	95,100.00
11	Mitered End Sections, 18"	EA	150	771.88	115,782.00
12	Pavement Markings	LS	1	50,277.69	50,277.69
13	Signalization @ NW Bascom Norris Drive	LS	1	62,324.77	62,324.77
				<b>TOTAL</b>	<b>2,125,524.81</b>

**All items may be increased, decreased, or omitted as directed by the Engineer.**

**Item 2** - shall include temporary centerline delineation at all non working times, stationing, and edge of pavement reclamation where required.

**Item 3** - Contractor shall deliver millings to Columbia County Public Works Site, off CR 25A, at Columbia County Parcel #19-3S-17-05099-000.

**Item 7** - shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

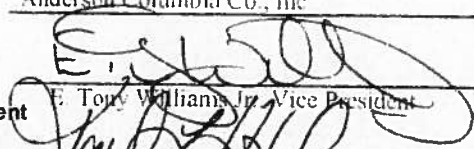
**Item 10** - shall be placed as directed by the engineer and should include extensions to existing culverts.

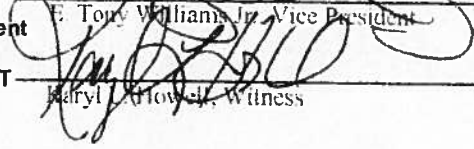
**Item 12**- shall include stop bars, centerline/edgeline striping (2 coats each), and RPM's

**All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.**

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

FIRM Anderson Columbia Co., Inc

BY   
President E. Tony Williams Jr. Vice President

ATTEST   
Mary L. Howell, Witness



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-15**  
**County Road 250W – NW Lake Jeffrey Rd.**

**BID PROPOSAL**

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

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 Mobilization	LS	1	64,315.00	64,315.00
2 Maintenance of Traffic	LS	1	77,549.00	77,549.00
3 Milling (2")	SY	110,100	1.20	132,120.00
4 Asphaltic Concrete SP 12.5(Structural) 1.5 "	TN	9086	84.90	771,401.40
5 Asphaltic Concrete SP 9.5(Surface) 1.25 "	TN	7434	88.67	659,172.78
6 Sod (Bermuda)	SY	7,000	1.00	7,000.00
7 Staked Silt Fence	LF	1000	2.00	2,000.00
8 Borrow Material	CY	1500	1.00	1,500.00
9 Limerock Base, 6" (Intersections & Driveways)	CY	3500	10.00	35,000.00
10 Pipe Culvert, 18" S/D BCCMP	LF	3000	15.00	45,000.00
11 Mitered End Sections, 18"	EA	150	150.00	22,500.00
12 Pavement Markings	LS	1	46,908.75	46,908.75
13 Signalization @ NW Bascom Norris Drive	LS	1	48,268.50	48,268.50
			<b>TOTAL</b>	<b>1,912,735.43</b>

All items may be increased, decreased, or omitted as directed by the Engineer.

**Item 2** - shall include temporary centerline delineation at all non working times, stationing, and edge of pavement reclamation where required.

**Item 3** - Contractor shall deliver millings to Columbia County Public Works Site, off CR 25A, at Columbia County Parcel #19-3S-17-05099-000.

**Item 7** - shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

**Item 10** - shall be placed as directed by the engineer and should include extensions to existing culverts.

**Item 12** - shall include stop bars, centerline/edgeline striping (2 coats each), and RPM's

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM John C Hipp Construction Equip Co.  
 (Seal)

BY [Signature]  
 President

ATTEST [Signature]

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: November 24, 2014

Meeting Date: December 4, 2014

Name: David Kraus, Safety Manager

Department: HMGP

Division Manager's Signature: 

1. Nature and purpose of agenda item: To accept a donation of real property located at 464 Chris Terrace from Wells Fargo Bank to be used for Flood Mitigation efforts and to approve the Donation Agreement for the property

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

TO

AMOUNT

For Use of County Manger Only:

[ ] Consent Item

[ ] Discussion Item

## MEMORANDUM

TO: Columbia County Board of County Commissioners  
From: David Kraus, Safety Manager  
Date: November 24, 2014

RE: 464 Chris Terrace - Donation

The Wells Fargo Asset Services Department wishes to donate the property at 464 SW Chris Terrace to Columbia County. While their original intent was to donate the property for low and/or moderate income families, we believe that the property has suffered repetitive flood damages. Columbia County has an ongoing Hazard Mitigation Grant Program (HMGP) project on the adjacent property on Beth Drive. The County believes that the addition of this site for flood mitigation will provide additional protection to the surrounding neighborhood. Wells Fargo has agreed to donate the property to the County for flood mitigation and understands that the County will demolish the home to augment the HMGP project.

Wells Fargo would like to complete the donation process this year. The attached agreement has been submitted to the County Attorney for review. Staff is working with our consultant, Arcadis, to seek pre-approval and to prepare a modification to the Sparr/Beth HMGP agreement to add this parcel donation to the County's match requirement and use HMGP funds for the demolition of the home. The modification is not ready at this time.

We are requesting the Columbia County Board of County Commissioners approve the Donation Agreement with Wells Fargo Bank, N.A. and authorize the County Attorney to accept the donation.



## DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **464 SW CHRIS TERR, LAKE CITY, FL 32025** ("Property"), dated and effective as of this 18TH day of NOVEMBER, 2014, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**, a ("Donee").

### RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property(ies) identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of any Property. Donor has not occupied any Property for its own use.
- C. Due to Donor's lack of familiarity with the Properties, Donor is unwilling to make any representations or warranties whatsoever regarding the Properties and Donor is only willing to grant Donee the Properties on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

### AGREEMENT

#### 1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils. Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities. Schools. Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

## 2.2 RELEASE AND INDEMNITY.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

(b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

(c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

If to the Donor:

Wells Fargo Bank, N.A.  
1 Home Campus  
Des Moines, Iowa 50328-0001  
Attention: Emmeline Quinde, MAC# X2301-049

With a copy to:

Wells Fargo Bank, N.A.  
1 Home Campus  
Des Moines, Iowa 50328-0001  
Attention: General Counsel, MAC X9903-03K

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

***DONEE:***

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***DONOR:***

**WELLS FARGO BANK, N.A.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY ADDRESS**

464 SW CHRIS TERR  
LAKE CITY, FL 32025

**LEGAL DESCRIPTION**

LOT 43, OF CANNON CREEK ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK  
4, PAGE 56 AND 56A, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.  
PARCEL ID# 24-4S-16-03104-044



**OFAC CERTIFICATE**

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

**Buyer 1**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer 2**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer 3**

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

**Buyer's Agent Information**

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

**Buyer's Company/Corporation/Partnership**

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**  
**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

*List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:*

**Corporation Tax ID:**

If Wells Fargo Bank, N.A. finds in its sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

## David Kraus

---

**From:** Brian.L.Dreesman@wellsfargo.com  
**Sent:** Friday, November 14, 2014 9:34 AM  
**To:** David Kraus  
**Cc:** dsratlif@bellsouth.net; Chad Williams; sherryratliff40@gmail.com; Dale Williams; Ben Scott; Kevin Kirby  
**Subject:** RE: Property Donation

Absolutely, our goal first and foremost is to provide opportunities that will benefit the community. If the County's decision is to demo and use to prevent hazards conditions in the future that certainly would be acceptable. We really try to be open to all options because we know your knowledge of the area may provide a more appropriate use for what the needs are in that neighborhood. I will have a donation agreement drafted for your review in a few days' time.

Thank you,

**Brian L. Dreesman**

REO Alternative Disposition Asset Manager I  
Community Development  
Telephone: 515-324-4505 | Fax 855-694-0268

*"The Wells Fargo REO Community Development Team Fosters Relationships with Key Stakeholders to revitalize Neighborhoods through innovative solutions and responsible property management."*

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**From:** David Kraus [mailto:david\_kraus@columbiacountyfla.com]  
**Sent:** Friday, November 14, 2014 8:21 AM  
**To:** Dreesman, Brian L.  
**Cc:** dsratlif@bellsouth.net; Chad Williams; Sherry Ratliff; Dale Williams; Ben Scott; Kevin Kirby  
**Subject:** RE: Property Donation

Good Morning Brian;

I know that telephone tag is not fun. Sherry Ratliff and I have spoken about the property and I have worked with her on NSP rehabilitation/rental properties in the past.

Columbia County is very interested in the donation of the property on Chris Terrace but I need to clarify some issues first. This property is a site that has experienced repetitive flooding and was flooded during Tropical Debby in 2012. The home is still in a state of disrepair from this flooding. The County has a FEMA funded Hazard Mitigation Grant Program project for flood mitigation adjacent to this property. Because of the repetitive flooding, this is not a good site for rehabilitation and rental. We know that this property floods, our only interest is to add this to our HMGP project. If you donate this property to Columbia County, we will demolish the home and use it to help protect the neighborhood from future flooding.

To answer your questions:

- 1) Columbia County Board of County Commissioners
- 2) David Kraus, [david\\_kraus@columbiacountyfla.com](mailto:david_kraus@columbiacountyfla.com) (there is an underscore between David and Kraus), 386-758-1178, 263 NW Lake City Avenue, Lake City FL 32055
- 3) Once the paperwork is ready, I will review it with the County Attorney and place it on the next available County Commission meeting for approval. The Commission meets on the first and third Thursday of each month and I will need at least a two week lead time.

Please let me know if we can proceed with the donation for flood mitigation. Columbia County has no interest in a rehab/rental in this specific location.

Thank you;

David Kraus

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**From:** [Brian.L.Dreesman@wellsfargo.com](mailto:Brian.L.Dreesman@wellsfargo.com) [<mailto:Brian.L.Dreesman@wellsfargo.com>]

**Sent:** Thursday, November 13, 2014 11:25 AM

**To:** David Kraus

**Subject:** RE: Property Donation

**Importance:** High

Good Morning David,

I haven't been able to catch you via telephone recently so I wanted to send some initial questions that we would use to put together a donation agreement draft. If you are interested please answer the questions below. I know there may still be some questions regarding the property and I would be happy to help answer those. Have you been in contact with our local agent to inspect or view the property? She can be contacted at: Sherry Ratliff (386) 365-8414 or [dsratlif@bellsouth.net](mailto:dsratlif@bellsouth.net).

1. How should the name of the organization appear (exact spelling) on both the donation agreement as well as documents for title transfer.
2. Contact information for whom we should send the agreement to for execution. (name, e-mail, phone#, address)
3. Will additional approval/time be needed prior to being able to execute and return the donation agreement once received?

V/R,

**Brian L. Dreesman**

REO Alternative Disposition Asset Manager I

Community Development

Telephone: 515-324-4505 | Fax 855-694-0268

---

**From:** David Kraus [[mailto:david\\_kraus@columbiacountyfla.com](mailto:david_kraus@columbiacountyfla.com)]

**Sent:** Wednesday, November 05, 2014 11:04 AM

**To:** Dreesman, Brian L.

**Subject:** RE: Property Donation

**Importance:** High

Mr.; Dreesman;

I handle the Neighborhood Stabilization Program and Community Development Block Grant Program for Columbia County. I would like to discuss the property listed in your email below. We currently do have homes under the NSP-3 program where we have acquired REO homes for rehab and rental to low and low/moderate income families.

David Kraus

Safety Manager

Columbia County



P.O. Box 1529  
Lake City, FL 32056-1529

(386) 758-1178  
fax (386)758-2182  
[david\\_kraus@columbiacountyfla.com](mailto:david_kraus@columbiacountyfla.com)

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy, distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by e-mail and telephone immediately and destroy all copies of the original message. **E-Mail Warning:** Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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**From:** [Brian.L.Dreesman@wellsfargo.com](mailto:Brian.L.Dreesman@wellsfargo.com) []  
**Sent:** Wednesday, November 05, 2014 10:03 AM  
**To:** [witts@lcfla.com](mailto:witts@lcfla.com); [sikesa@lcfla.com](mailto:sikesa@lcfla.com); [mccraryk@lcfla.com](mailto:mccraryk@lcfla.com)  
**Cc:** [leagle@bellsouth.net](mailto:leagle@bellsouth.net); Ray Hill; Dale Williams  
**Subject:** Property Donation

Good Morning,

My name is Brian Dreesman and I am a Donation Asset Manager for Wells Fargo, Premiere Asset Services. I donate REO properties to non-profit organizations and municipalities in your area.

Recently we obtained a property at **(464 SW Chris Terr, Lake City, FL 32025)** that is eligible for donation. Wells Fargo's REO Donation program is designed to facilitate the transfer of Wells Fargo owned or serviced REO properties to cities and public nonprofits that provide sustainable homeownership or rental opportunities to low- to moderate-income (LMI) families. In an effort to stabilize neighborhoods and prevent blight, Wells Fargo expects all donated properties to be secured and maintained until they can be rehabilitated and occupied.

If you are interested in this opportunity, I will provide you with our listing agent's contact information, as well as answer any questions you have in regards to the donation process. Wells Fargo provides marketable title on donation properties & will pay all closing costs including title insurance policy, taxes through the day of closing, & past due utilities.

I look forward to hearing from you!

**Brian L. Dreesman**  
REO Alternative Disposition Asset Manager I  
Community Development  
Premiere Asset Services  
Wells Fargo Home Mortgage | 1 Home Campus | Des Moines, IA 50328

MAC X2301-049

Telephone: 515-324-4505 | Fax 855-694-0268

[Brian.Dreesman@wellsfargo.com](mailto:Brian.Dreesman@wellsfargo.com)

*"The Wells Fargo REO Community Development Team Fosters Relationships with Key Stakeholders to revitalize Neighborhoods through innovative solutions and responsible property management."*

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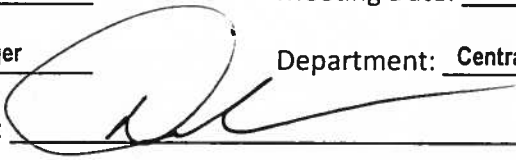
BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: November 24, 2014 Meeting Date: December 4, 2014

Name: David Kraus, Safety Manager Department: Central Communications

Division Manager's Signature: 

1. Nature and purpose of agenda item: To approve annual renewal of Service Agreement for radio communications equipment with Motorola Solutions through First Communications, Inc

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?  N/A
- Yes Account No. 001-2620-525.30-34 Contractual Services
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>AMOUNT</u></b>
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For Use of County Manger Only:

- [ ] Consent Item      [ ] Discussion Item

## MEMORANDUM

TO: Columbia County Board of County Commissioners  
From: David Kraus, Safety Manager  
Date: November 24, 2014

RE: Annual Service Agreement

Columbia County annually contracts for maintenance of our radio/communications equipment with Motorola through their agent First Communications. This service includes preventative maintenance and repairs that the County is unable to perform in house. The \$10,843.80 is included in the annual budget under contractual services. This agreement will focus on the preventative maintenance of the radio system. The contract was reviewed by Lawrence Wilson and the County Attorney.

The Central Communications Department requests the Columbia County Board of County Commissioners to approve the annual maintenance contract with Motorola Solutions for \$10,843.80.



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001018510  
 Contract Modifier: RN13-JUN-14 10:29:16

Date: 10/20/2014

Company Name:	Columbia County Board Of Commissioners
Attn:	LAWRENCE WILSON
Billing Address:	Po Drawer 1529
City, State, Zip:	Lake City, FL, 32056
Customer Contact:	Lawrence Wilson
Phone:	(386)758-1125

Required P.O.: No  
 Customer #: 1036375302  
 Bill to Tag #: 0001  
 Contract Start Date: 11/01/2014  
 Contract End Date: 10/31/2015  
 Anniversary Day: Oct 31st  
 Payment Cycle: ANNUAL  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
38	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$903.65	\$10,843.80
10	SVC212AA	ENH: GROUND ACCESSIBLE STATION		
	SVC213AA	ENH: GROUND ACCESSIBLE OPERATO		
7	SVC850AA	SITE PM ACCESS A		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$903.65 \$10,843.80
			Subtotal - One-Time Event Services	\$ .00 \$ .00
			Total	\$903.65 \$10,843.80
			Taxes	- -
			Grand Total	\$903.65 \$10,843.80
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
FIRST COMMUNICATIONS			TALLAHASS EE	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME) \_\_\_\_\_

*Eric Jago* \_\_\_\_\_ *Customer Support Manager* \_\_\_\_\_ *10/20/14* \_\_\_\_\_  
 MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE



Eric Lazo

239 776-8143

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

---

Company Name: Columbia County Board Of Commissioners

Contract Number: S00001018510

Contract Modifier: RN13-JUN-14 10:29:16

Contract Start Date: 11/01/2014

Contract End Date: 10/31/2015

## **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9      WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10     DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11     LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12     EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify

this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

13.4. Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Florida's public information release statute, or any similar provision of state law limiting the County's liability.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17      GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



**Statement of Work**  
Prepared For :

**COLUMBIA COUNTY BOARD OF  
COMMISSIONERS**

**PO DRAWER 1529**

**LAKE CITY, FL 32056**



## Statement of Work

### Definitions

#### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.



- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

#### Definitions

*Approved by Motorola Contracts & Compliance 10-31-2006*



## Statement of Work

### Network Preventative Maintenance

#### 1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

#### 3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

### Conventional Network Preventative Maintenance Checklist

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
	CEB Diagnostics
Comparators (Voting) and /or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS Generator AC to DC Power Unit (RF equipment) All Equipment	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
	Switch to Generator Power
	Switch to Battery Power
Other Equipment	Check Diagnostics/Alarms
	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

*Approved by Motorola Contracts & Compliance: 1/28/08*

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 12/1/14 Meeting Date: 12/4/14

Name: Ray Hill Department: Purchasing

Division Manager's Signature: *Ray Hill*

1. Nature and purpose of agenda item: Bid Award and Contract Approval 2014-15, CR 250 - Lake Jeffery

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?  N/A
- Yes Account No. 303.8084.541.6063
- No Please list the proposed budget amendment to fund this request

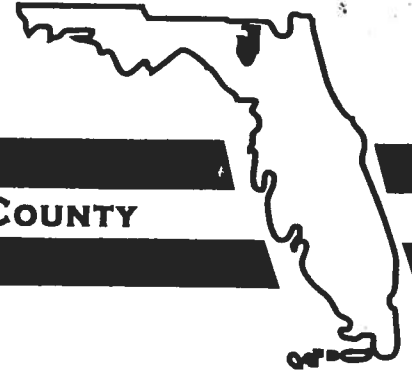
Budget Amendment Number: \_\_\_\_\_

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

- Consent Item
- Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**Memo**

**Date:** 12/1/14

**To:** Board of Commissioners

**From:** Ray Hill, Purchasing Director

**RE:** Bid Award and Contract Approval, 2014-15 CR 250 – Lake Jeffery

---

I have reviewed the bids received for this project along with Kevin Kirby and Chad Williams of the Public Works Department. It is our recommendation that this bid be awarded to the low bidder John C. Hipp Construction.

Attached is the bid tabulation along with the proposed contract for your review.

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

# Columbia County Bid Tabulation

Date of Opening:  
11/24/2014

Bid No. 2014-15

Bid: CR 250 – Lake Jeffery

Description	Preferred Materials Inc.		John C. Hipp		Anderson Columbia	
	Bidders	Total Price	Total Price	Total Price	Total Price	Total Price
CR 250 – Lake Jeffery		\$2,657,271.22	\$1,912,735.43	\$2,125,524.81		

Recommend John C. Hipp, the low bidder, be awarded this bid.

**COLUMBIA COUNTY, FLORIDA**

**ROADWAY CONSTRUCTION CONTRACT**

CR 250W, NW Lake Jeffrey Rd.

**THIS AGREEMENT** is entered in and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **COLUMBIA COUNTY, FLORIDA**, (“County”), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, and **JOHN C. HIPP CONSTRUCTION EQUIPMENT COMPANY, INC.**, a Florida corporation, (“Contractor”), whose mailing address is P.O. Box 1000, Alachua, Florida 32616, its successors and assigns.

**WHEREAS**, County has accepted the bid proposal of Contractor for the milling and resurfacing of CR 250W - NW Lake Jeffrey Rd., Columbia County Project No. 2014-15 (herein “the project”); and

**WHEREAS**, the parties wish to memorialize the County’s acceptance of Contractor’s bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.



3. **CONTRACT PRICE**: The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of **ONE MILLION, NINE HUNDRED TWELVE THOUSAND, SEVEN HUNDRED THIRTY FIVE, AND 43/100** (\$1,912,735.43) **DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR**: Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING**: All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS**: Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have

been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUNDS FOR WITHHOLDING PAYMENT/NOTIFICATION:**  
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such

payments have been made.

d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.

e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.

f. Contractor is not satisfactorily prosecuting the work of this agreement.

g. A petition for bankruptcy or reorganization has been filed by or against Contractor.

h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

12. **JOINT PAYMENT:** The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney

from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

a. As a condition precedent to the award of this contract agreement to Contractor by County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE**: Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.

f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.

g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- (1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- (2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- (3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or
- (4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in

part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**



a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating

that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. **DEFAULT AND TERMINATION:**

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against

the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## 22. **MISCELLANEOUS:**

a. **Legal fees:** If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this

agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. Notices: All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and

timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**COLUMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

By: \_\_\_\_\_

Ron Williams, Chairman  
Board of County Commissioners

**ATTEST:** \_\_\_\_\_

P. DeWitt Cason, Clerk of Court

(SEAL)

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **Ron Williams**, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered  
in the presence of:

**JOHN C. HIPPI CONSTRUCTION  
EQUIPMENT COMPANY., INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as the \_\_\_\_\_ of **JOHN C. HIPPI CONSTRUCTION EQUIPMENT COMPANY, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-15**  
**County Road 250W – NW Lake Jeffrey Rd.**

**BID PROPOSAL**

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	84,883.19	84,883.19
2	Maintenance of Traffic	LS	1	127,127.93	127,127.93
3	Milling (2")	SY	110,100	1.28	140,928.00
4	Asphaltic Concrete SP 12.5(Structural) 1.5 "	TN	9086	91.60	832,277.60
5	Asphaltic Concrete SP 9.5(Surface) 1.25 "	TN	7434	94.25	700,654.50
6	Sod (Bermuda)	SY	7,000	3.50	24,500.00
7	Staked Silt Fence	LF	1000	3.22	3,220.00
8	Borrow Material	CY	1500	20.00	30,000.00
9	Limerock Base, 6" (Intersections & Driveways)	CY	3500	55.00	192,500.00
10	Pipe Culvert, 18" S/D BCCMP	LF	3000	61.72	185,160.00
11	Mitered End Sections, 18"	EA	150	1,555.00	233,250.00
12	Pavement Markings	LS	1	46,000.00	46,000.00
13	Signalization @ NW Bascom Norris Drive	LS	1	56,770.00	56,770.00
				TOTAL	2,657,271.22

All items may be increased, decreased, or omitted as directed by the Engineer.

**Item 2** - shall include temporary centerline delineation at all non working times, stationing, and edge of pavement reclamation where required.

**Item 3** - Contractor shall deliver millings to Columbia County Public Works Site, off CR 25A, at Columbia County Parcel #19-3S-17-05099-000.

**Item 7** - shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

**Item 10** - shall be placed as directed by the engineer and should include extensions to existing culverts.

**Item 12**- shall include stop bars, centerline/edgeline striping (2 coats each), and RPM's

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.


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

FIRM Preferred Materials, Inc.

(Seal)

BY  John W. Taylor

Vice President

ATTEST   
 Melinda Lewis, Asst. Secretary

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

16

AGENDA ITEM REQUEST FORM

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

Today's Date: 12/1/14

Meeting Date: 12/4/14

Name: Ray Hill

Department: Purchasing

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Bid Award and Contract Approval 2014-16, Bascom Norris and US 90

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. 301.5010.541.6063

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

FROM

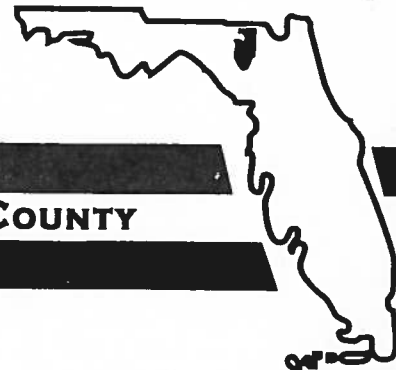
TO

AMOUNT

For Use of County Manger Only:

[ ] Consent Item [ ] Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Stephen E. Bailey  
District No. 5 - Scarlet P. Frisina



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**Memo**

**Date:** 12/1/14

**To:** Board of Commissioners

**From:** Ray Hill, Purchasing Director

**RE:** Bid Award and Contract Approval, 2014-16 US 90 and Bascom Norris

---

I have reviewed the bids received for this project along with Kevin Kirby and Chad Williams of the Public Works Department. It is our recommendation that this bid be awarded to the low bidder Anderson Columbia.

Attached is the bid tabulation along with the proposed contract for your review.

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

# Columbia County Bid Tabulation

Date of Opening:  
11/12/2014

Bid No. 2014-16

Bid: US 90 and Bascom Norris

Description	American Lighting and Signalization	Anderson Columbia	Total Price	Total Price	Total Price
US 90 and Bascom Norris	\$1,024,417.22	\$843,763.18			

Recommend Anderson Columbia, the low bidder, be awarded this bid.

**COLUMBIA COUNTY, FLORIDA**

**ROADWAY CONSTRUCTION CONTRACT**

Bascom Norris Drive – US 90 to Lowes

**THIS AGREEMENT** is entered in and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **COLUMBIA COUNTY, FLORIDA**, (“County”), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, and **ANDERSON COLUMBIA CO., INC.**, a Florida corporation, (“Contractor”), whose mailing address is 817 NW Guerdon Street, Lake City, Florida 32055its successors and assigns.

**WHEREAS**, County has accepted the bid proposal of Contractor for the signalization, milling and resurfacing of Bascom Norris Drive, US90 to Lowes, Columbia County Project Number 2014-16 (herein “the project”); and

**WHEREAS**, the parties wish to memorialize the County’s acceptance of Contractor’s bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
  
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

3. **CONTRACT PRICE:** The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of **Eight Hundred Forty-three thousand, Seven hundred sixty-three and 18/100 (\$843,763.18) DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have

been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUNDS FOR WITHHOLDING PAYMENT/NOTIFICATION:**  
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such



payments have been made.

d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.

e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.

f. Contractor is not satisfactorily prosecuting the work of this agreement.

g. A petition for bankruptcy or reorganization has been filed by or against Contractor.

h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

12. **JOINT PAYMENT:** The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

a. As a condition precedent to the award of this contract agreement to

Contractor by County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE**: Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on

Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.

f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.

g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- (1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- (2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- (3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or
- (4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any

penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in

accordance with the contract documents.

21. **DEFAULT AND TERMINATION:**

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to



proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. **MISCELLANEOUS:**

a. Legal fees: If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. Notices: All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to

be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**COLUMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

By: \_\_\_\_\_  
Ronald Williams, Chairman  
Board of County Commissioners

**ATTEST:** \_\_\_\_\_  
P. DeWitt Cason, Clerk of Court  
  
(SEAL)

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **RONALD WILLIAMS**, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered  
in the presence of:

**ANDERSON COLUMBIA CO., INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
Print or type name

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as the \_\_\_\_\_ of **ANDERSON COLUMBIA CO., INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires:

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-16**  
**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

**BID PROPOSAL**

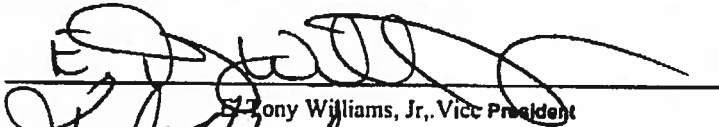
THE UNDERSIGNED hereby proposes to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the UNIT PRICE BID:

**PROJECT TOTAL \$ 843,763.18**

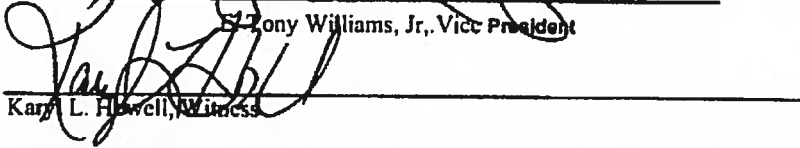
FIRM Anderson Columbia Co., Inc

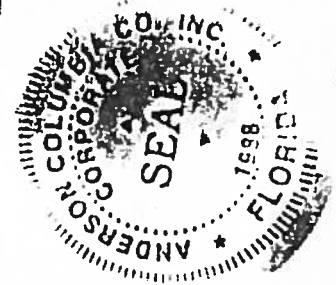
(Seal)

BY

  
 Tony Williams, Jr., Vice President

ATTEST

  
 Kary L. Howell, Witness



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

**UNIT PRICES FOR BID**

Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as depicted on the drawings and described in the specifications.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
	<b><u>ROADWAY</u></b>			
101-1	MOBILIZATION	LS	1	\$ 162,558.44
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 85,558.39
104-10-3	SEDIMENT BARRIER	LF	905.00	\$ 2.50
104-18	INLET PROTECTION SYSTEM	EA	15.00	\$ 137.39
110-1-1	CLEARING AND GRUBBING	AC	0.202	\$ 22,937.56
110-4	REMOVAL OF EXIST CONCRETE	SY	386.00	\$ 27.48
110-15-1	ARBORIST WORK, TREE TRIMMING (LIMBS/ROOTS)	EA	1.00	\$ 11,240.99

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
PROJECT NUMBER 2014-16**

**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

120-1	REGULAR EXCAVATION	CY	352.00	\$ 48.21
120-6	EMBANKMENT	CY	23.00	\$ 1,093.95
160-4	STABILIZATION TYPE B	SY	991.00	\$ 8.88
285-709	BASE OPTIONAL (BASE GROUP 9)	SY	827.00	\$ 34.34
327-70-6	MILLING EXIST ASPH PAVT (1.5" AVG DEPTH)	SY	13,198.00	\$ 4.37
334-1-13	SUPERPAVE ASPHALTIC CONC (TRAFFIC C)	TN	68.23	\$ 143.52
337-7-43	ASPH. CONCRETE FC-12.5, PG-76-22, PMA, TRAFFIC C	TN	1,135.37	\$ 134.67
425-1-351	INLET (CURB) (P-5) (<10)	EA	1.00	\$ 5,635.83
425-1-361	INLET (CURB) (P-6) (<10)	EA	1.00	\$ 5,635.83
425-1-461	INLET (CURB) (J-6) (<10)	EA	1.00	\$ 7,677.95
425-1-521	DITCH BOTTOM INLET, TYPE C, <10	EA	1.00	\$ 5,557.15
425-2-43	MANHOLES, P-7, PARTIAL	EA	2.00	\$ 3,064.25
430-94-1	DESILTING EXISTING PIPES, 0-24"	LF	1,270.00	\$ 9.99
430-175-115	PIPE CULVERT, ROUND, 15"	LF	8.00	\$ 290.01
430-175-118	PIPE CULVERT, ROUND. 18"	LF	10.00	\$ 216.40
430-175-124	PIPE CULVERT, ROUND. 24"	LF	8.00	\$ 311.96
520-1-10	CURB & GUTTER CONC (TYPE F)	LF	689.27	\$ 30.68
520-5-41	CONCRETE TRAFFIC SEPARATOR (TYPE 4) (4' WIDE)	LF	367.96	\$ 40.67
520-5-42	CONCRETE TRAFFIC SEPARATOR (TYPE 1) (6' WIDE)	LF	3.00	\$ 354.64
520-70	CONCRETE TRAFFIC SEPARATOR (SPECIAL- VARIABLE WIDTH)	SY	170.17	\$ 45.59
522-1	CONCRETE SIDEWALK/DRIVEWAY (4" THICK)	SY	19.73	\$ 114.81
522-2	CONCRETE SIDEWALK/DRIVEWAY (6" THICK) (CONC. ISLAND)	SY	31.29	\$ 85.57
527-2	DETECTABLE WARNINGS	SF	30.00	\$ 62.45

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-16**  
**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

570-1-2	PERFORMANCE TURF, SOD	SY	747	\$ 4.18
	<b><u>SIGNING AND PAVEMENT MARKING</u></b>			
700-1-11	SIGN SINGLE POST (LESS THAN 12)	AS	19	\$ 343.48
705-10-1	OBJECT MARKER, TYPE 1	EA	6	\$ 156.12
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	258	\$ 5.62
710-11-111	SOLID TRAFFIC STRIPE (WHITE)(6") ***	NM	1.090	\$ 1,249.00
710-11-122	SOLID TRAFFIC STRIPE (WHITE)(8") ***	LF	249	\$ 1.25
710-11-123	SOLID TRAFFIC STRIPE (WHITE)(12") ***	LF	569	\$ 1.56
710-11-124	SOLID TRAFFIC STRIPE (WHITE)(18") ***	LF	63	\$ 2.19
710-11-125	SOLID TRAFFIC STRIPE (WHITE)(24") ***	LF	190	\$ 2.50
710-11-131	SKIP TRAFFIC STRIPE (WHITE)(10'-30' SKIP AND 3'-9' SKIP)***	GM	0.275	\$ 1,249.00
710-11-151	SKIP TRAFFIC STRIPE (WHITE)(GUIDELINE)***	LF	551	\$ 0.62
710-11-170	DIRECTIONAL ARROWS, PAINTED***	EA	34	\$ 37.47
710-11-211	SOLID TRAFFIC STRIPE (YELLOW)(6")***	NM	0.790	\$ 1,249.00
710-11-224	SOLID TRAFFIC STRIPE (YELLOW)(18")***	LF	150	\$ 2.19
710-11-231	SKIP TRAFFIC STRIPE (YELLOW)(10'-30' SKIP)***	GM	0.140	\$ 1,249.00
710-11-251	SKIP TRAFFIC STRIPE (YELLOW)(GUIDELINE)***	LF	127	\$ 0.62
710-11-290	REFLECTIVE ISLAND NOSE PAINT (YELLOW)***	SF	22	\$ 12.49
	(*** 2 applications of paint)			
	<b><u>SIGNALIZATION</u></b>			
630-2-11	CONDUIT, SIGNAL, F&I, UNDERGROUND	LF	110	\$ 6.25



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-16**  
**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

630-2-12	CONDUIT, SIGNAL, F&I, DIRECTIONAL BORE	LF	886	\$ 21.23
635-2-11	PULL & SPLICE BOX, F&I, 13"x24" COVER SIZE	EA	7	\$ 437.15
646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL DETECTOR POST)	EA	2	\$ 374.70
649-31-303	M/ARM (F&I) (WIND SPEED 110) (60)	EA	1	\$ 38,283.08
649-31-304	M/ARM (F&I) (WIND SPEED 110) (70.5)	EA	1	\$ 41,466.78
650-1-311	TRAFFIC SIGNAL F&I (3-SEC) (1 WAY) (ALUMINUM)	AS	9	\$ 1,061.65
653-191	PEDESTRIAN SIGNAL (F&I) (LED) (1 WAY)	AS	2	\$ 780.62
660-2-106	LOOP ASSEMBLY F&I, (TYPE F)	EA	15	\$ 1,249.00
660-3-42	VEHICLE DETECTION SYSTEM-MICROWAVE, RELOCATE	EA	2	\$ 374.70
665-1-12	PEDESTRIAN DETECTOR F&I, ACCESSIBLE	EA	2	\$ 243.56
690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	6	\$ 62.45
690-20	PEDESTRIAN SIGNAL HEAD ASSEMBLY, REMOVAL	EA	2	\$ 62.45
690-32-2	POLE REMOVAL, SHALLOW	PI	2	\$ 3,747.00
690-90	REMOVE CONDUIT AND CALBLING	PI	1	\$ 193.60
690-100	SIGNAL EQUIPMENT, MISC. REMOVAL	PI	1	\$ 249.80
700-3-201	SIGN PANEL F&I, OVERHEAD MOUNT (UP TO 12 SF)	EA	1	\$ 749.40
700-3-202	SIGN PANEL F&I, OVERHEAD MOUNT (12-20 SF)	EA	1	\$ 749.40

### General Requirements

**I. General.**

This project consists of pavement widening, milling and resurfacing improvements at the intersection of Bascom Norris Drive and US 90.

The work includes clearing and grubbing, grading, pavement milling, stabilizing, limerock base, asphalt concrete surface and friction courses, concrete traffic separators, concrete curb and gutter, concrete sidewalk, storm drainage structures and pipe, sodding, roadway signing and marking, traffic signals, erosion control, and incidental items.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-16**  
**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

**BID PROPOSAL**

THE UNDERSIGNED hereby proposes to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the UNIT PRICE BID:

**PROJECT TOTAL \$ 1,024,417.22**

FIRM American Lightng and Signalization, Inc (Seal)

BY David A. Fleischer David A. Fleischer  
 President

ATTEST Joseph P. Dwyer Joseph P. Dwyer  
 Secretary-Treasurer

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

**UNIT PRICES FOR BID**

Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as depicted on the drawings and described in the specifications.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
	<b><u>ROADWAY</u></b>			
101-1	MOBILIZATION	LS	1	\$ 100,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 148,000.00
104-10-3	SEDIMENT BARRIER	LF	905.00	\$ 2.25
104-18	INLET PROTECTION SYSTEM	EA	15.00	\$ 110.00
110-1-1	CLEARING AND GRUBBING	AC	0.202	\$ 220,000.00
110-4	REMOVAL OF EXIST CONCRETE	SY	386.00	\$ 50.00
110-15-1	ARBORIST WORK, TREE TRIMMING (LIMBS/ROOTS)	EA	1.00	\$ 20,000.00

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-16**  
**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

120-1	REGULAR EXCAVATION	CY	352.00	\$ 33.00
120-6	EMBANKMENT	CY	23.00	\$ 110.00
160-4	STABILIZATION TYPE B	SY	991.00	\$ 28.00
285-709	BASE OPTIONAL (BASE GROUP 9)	SY	827.00	\$ 94.00
327-70-6	MILLING EXIST ASPH PAVT (1.5" AVG DEPTH)	SY	13,198.00	\$ 3.15
334-1-13	SUPERPAVE ASPHALTIC CONC (TRAFFIC C)	TN	68.23	\$ 193.00
337-7-43	ASPH. CONCRETE FC-12.5, PG-76-22, PMA, TRAFFIC C	TN	1,135.37	\$ 160.00
425-1-351	INLET (CURB) (P-5) (<10)	EA	1.00	\$ 6,000.00
425-1-361	INLET (CURB) (P-6) (<10)	EA	1.00	\$ 8,200.00
425-1-461	INLET (CURB) (J-6) (<10)	EA	1.00	\$ 8,200.00
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425-2-43	MANHOLES, P-7, PARTIAL	EA	2.00	\$ 8,800.00
430-94-1	DESILTING EXISTING PIPES, 0-24"	LF	1,270.00	\$ 11.00
430-175-115	PIPE CULVERT, ROUND, 15"	LF	8.00	\$ 250.00
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520-5-42	CONCRETE TRAFFIC SEPARATOR (TYPE 1) (6' WIDE)	LF	3.00	\$ 275.00
520-70	CONCRETE TRAFFIC SEPARATOR (SPECIAL-VARIABLE WIDTH)	SY	170.17	\$ 93.00
522-1	CONCRETE SIDEWALK/DRIVEWAY (4" THICK)	SY	19.73	\$ 60.00
522-2	CONCRETE SIDEWALK/DRIVEWAY (6" THICK) (CONC. ISLAND)	SY	31.29	\$ 82.00
527-2	DETECTABLE WARNINGS	SF	30.00	\$ 60.00

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**PROJECT NUMBER 2014-16**

**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

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710-11-131	SKIP TRAFFIC STRIPE (WHITE)(10'-30' SKIP AND 3'-9' SKIP)***	GM	0.275	\$ 2,700.00
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	(*** 2 applications of paint)			
	<b><u>SIGNALIZATION</u></b>			
630-2-11	CONDUIT, SIGNAL, F&I, UNDERGROUND	LF	110	\$ 12.00

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
PROJECT NUMBER 2014-16**

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649-31-303	M/ARM (F&I) (WIND SPEED 110) (60)	EA	1	\$ 33,000.00
649-31-304	M/ARM (F&I) (WIND SPEED 110) (70.5)	EA	1	\$ 38,500.00
650-1-311	TRAFFIC SIGNAL F&I (3-SEC) (1 WAY) (ALUMINUM)	AS	9	\$ 825.00
653-191	PEDESTRIAN SIGNAL (F&I) (LED) (1 WAY)	AS	2	\$ 500.00
660-2-106	LOOP ASSEMBLY F&I, (TYPE F)	EA	15	\$ 650.00
660-3-42	VEHICLE DETECTION SYSTEM-MICROWAVE, RELOCATE	EA	2	\$ 450.00
665-1-12	PEDESTRIAN DETECTOR F&I, ACCESSIBLE	EA	2	\$ 2,500.00
690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	6	\$ 50.00
690-20	PEDESTRIAN SIGNAL HEAD ASSEMBLY, REMOVAL	EA	2	\$ 45.00
690-32-2	POLE REMOVAL, SHALLOW	PI	2	\$ 2,500.00
690-90	REMOVE CONDUIT AND CALBLING	PI	1	\$ 250.00
690-100	SIGNAL EQUIPMENT, MISC. REMOVAL	PI	1	\$ 1,000.00
700-3-201	SIGN PANEL F&I, OVERHEAD MOUNT (UP TO 12 SF)	EA	1	\$ 500.00
700-3-202	SIGN PANEL F&I, OVERHEAD MOUNT (12-20 SF)	EA	1	\$ 1,000.00

**General Requirements**

**I. General.**

This project consists of pavement widening, milling and resurfacing improvements at the intersection of Bascom Norris Drive and US 90.

The work includes clearing and grubbing, grading, pavement milling, stabilizing, limerock base, asphalt concrete surface and friction courses, concrete traffic separators, concrete curb and gutter, concrete sidewalk, storm drainage structures and pipe, sodding, roadway signing and marking, traffic signals, erosion control, and incidental items.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PROJECT NUMBER 2014-16**  
**Bascom Norris Drive and US 90 Intersection Improvements – Roadway Construction**

**NOTICE TO CONTRACTORS**

Notice is hereby given that sealed bids will be received in the Columbia County Manager's office until **11:00 A.M.** on **Nov. 12, 2014**, for Columbia County Project No. **2014-16**. This office is located on the second floor of the Courthouse Annex at 135 Hernando Avenue, Room 203 Lake City FL 32055.

This project consists of improvements to the intersection of Bascom Norris Drive and US 90.

Scope of work includes clearing and grubbing, grading, pavement milling, stabilizing, limerock base, asphalt concrete (surface and friction courses), concrete traffic separators, concrete curb and gutter, concrete sidewalk, storm drainage structures and pipe, sodding, roadway signing and marking, traffic signals, erosion control, and incidental items.

The Bid Forms and Construction specifications may be obtained from the County's web site at <http://www.columbiacountyfla.com/PurchasingBids.asp>. Deadline for questions regarding specifications and/or bid documents must be received before **11:00 A.M.** on **Oct. 28, 2014**.

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

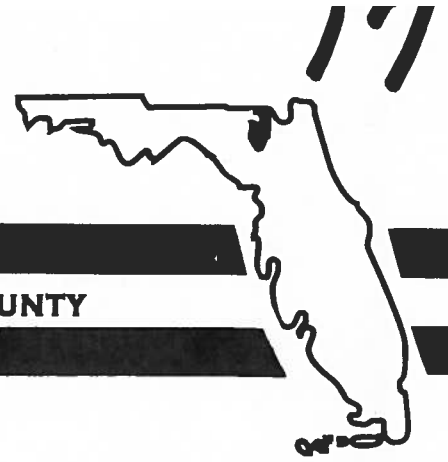
The Columbia County Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

Columbia County Board of County Commissioners

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Ronald Williams, Chair


District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Scarlet P. Frisina



**BORAD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

December 1, 2014

MEMO

TO: Board of County Commissioners  
FR: Dale Williams, County Manager   
RE: Request to Add Payroll Deduction Vendor –  
American Fidelity Assurance Company

Board approval is requested to add American Fidelity Assurance Company as an authorized vendor to solicit county employees for Disability and Life Insurance. Approval also permits the use of payroll deduction for the collection of premiums.

American Fidelity is an endorsed partner of the Florida League of Cities. They will be the only current county authorized vendor which offers long term disability. Participation is completely optional on the part of the employee. No financial contribution is made by the county.

DW/cnb

XC: Lisa Roberts, Human Resources Director

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



A member of the American Fidelity Group

Molly Barksdale  
Executive Account Manager  
Association and Worksite Division

direct: 850-528-3219  
fax: 866-497-5064  
molly.barksdale@af-group.com

November 4, 2013

Columbia County Florida  
Mr. Dale Williams, County Administrator

Dear Mr. Williams:

As the endorsed partner of the Florida League of Cities, American Fidelity is committed to being a prominent source for employer services and employee benefits. We know you have a choice when it comes to selecting a benefit partner which is why we are dedicated to delivering superior customer service designed to meet your needs. Whether you utilize our full portfolio of benefits and services, or only participate in a few, we want to make certain you know all the great ways American Fidelity can serve your organization.

American Fidelity respectfully requests to be considered as a benefit partner for Columbia County Board employees, including the Sheriff and Constitutional Offices—for 2 very important benefits effective 1/1 2014:

- **Disability Income Insurance-** currently the county offers a voluntary short term plan through other partners. AFA disability is short and long term combined. It will cover your employees until they turn age 65 for Accident or Sickness disabilities\*. Your employees will not have to medically qualify for this plan; they will be able to insure 60% of their income\*\*; and they can choose when they want it to start paying from varying elimination periods. This plan does not interfere, conflict, or overlap with anything that is being offered by any of your current partners.
- **Life Insurance-** Working in our niche market of Municipality, we oftentimes find that most municipal employees have not been adequately advised on the amount of individual life insurance they should have. As salaried account managers, AFA would show them plans that will lock in rates for long periods of time—to cover the time they will have dependents or debt counting on them. These plans are portable at the same rate, and the underwriting is liberal and takes place at the time we meet and binds immediately. This plan does not interfere, conflict, or overlap with anything that is being offered by any of your current partners.

The premiums for these plans are defaulted to after tax, which does not interfere with your Section 125 Plan, and requires no election form signature. The application serves as the intent to elect. If someone does not wish to elect the plan, we will obtain a waiver signature on your behalf. This protects the County and shows proof that each employee was offered the same benefit. Also, these plans are not meant to replace any coverage already in place.

Please let me if you need anything further from me, and don't hesitate to contact me with any questions you may have.

Sincerely,

Molly

Molly Barksdale  
Executive Account Manager  
Association Worksite Division-Southeast District

\*Fire and Sheriff are often limited to a 5 year plan on disability income insurance. Because MUNI is our niche, we are able to offer these high risk employees the long term coverage.

\*\*Up to \$4000 of monthly benefit without health questions.



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 11/17/2014 Meeting Date: 12/04/2014

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: BCC Approval of Minutes of November 5, 2014

\_\_\_\_\_  
\_\_\_\_\_

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?  N/A
- Yes Account No. \_\_\_\_\_
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

- Consent Item
- Discussion Item

Columbia County  
Board of County Commissioners

Minutes of  
November 05, 2014

The Columbia County Board of County Commissioners met in the auditorium of the School Board Administrative Complex at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Stephen E. Bailey, Rusty DePratter, Scarlet Frisina, Bucky Nash and Chairman Ronald Williams.

Others in Attendance: County Manager Dale Williams  
Assistant County Manager Ben Scott ("ACM")  
Safety Manager David Kraus ("SM")  
Operations Manager Kevin Kirby ("OM")  
County Attorney Marlin Feagle (Late)  
Deputy Clerk Sandy A. Markham

### Agenda Adoption

MOTION by Commissioner Frisina to adopt agenda as presented. Second by Commissioner Bailey. The motion carried unanimously.

### Public Comment

Bishop Ron Williams of New Beginnings Restoration Church discussed with the Board their immediate plans to open a 24 hour daycare has been halted due to the location of county drainage easements. He requested the easements be closed. County Manager Williams, OM Kirby and Bishop Williams will meet and discuss possible alternatives, other than doing a petition to close the easement and a public hearing, which the church may find more beneficial.

Chairman Williams noted that Bishop Williams is his son. For that reason, he will not participate in the discussion or vote on this matter when taken up by the Board.

Stewart Lilker asked regarding the Preble-Rish agenda item, exactly who the agenda attachments are referencing as "A county employee." He also commented on the terms of Attorney Joel Foreman and County Manager Williams' employment contracts, and voiced concern with returning to the Sheriff his office's year-end close out of excess funds (\$140,249). Mr. Lilker learned later in the meeting that the employee was County Engineer Chad Williams.

### Easement Abandonment

Roland Tardif told the Board that the easement running through his property does not reflect that it is a "drainage" easement. He said the easement has not been maintained and

possibly never used. Because he needs access to all of his property, he asked the Board to move forward with closing the easement.

Staff explained to Mr. Tardif that there are many easements within the county (known and unknown) that need to be addressed. The County is working policy that will make it possible to impartially administer consistent decisions as it relates to these easements and whether to close them. There was no action.

### **Travel Report**

Commissioner Frisina and Commissioner Williams reported on their recent (September 2014) travels to participate in a variety of workshops hosted by the Florida Association of Counties.

### **Proclamations**

The following proclamations were read and considered by the Commission:

#### National Hospice and Palliative Care Month; Proclamation 2014P-6.

MOTION by Commissioner Frisina to approve. Second by Commissioner Bailey. The motion carried unanimously.

#### November 2014 as Children's Grieving Month; Proclamation 2014P-7.

MOTION by Commissioner Frisina to approve. Second by Commissioner Bailey. The motion carried unanimously.

### **Additional Senior Exemption Ordinance**

Attorney Feagle reviewed Ordinance 2014-11 with the Board. The public hearing opened and closed without input.

MOTION by Commissioner Frisina to approve. Second by Commissioner Bailey. The motion carried unanimously.

### **Consent Agenda**

- (1) External Budget Amendment – Operations Department – BA # 15-05 – Lake Harris FIRM Map Revision - \$23,000.00
- (2) External Budget Amendment – Property Appraiser's Office – Year End Close Out and Budget Amendments to Close FY 13/14 and Request Excess Funds be Carried Forward to FY 14/15 – \$44,083.00

- (3) Operations Department – Bid Award – 2014-J – Sign Shop Materials – Low Bidders are:
1. Osburn Associates – Sign Blanks, High Intensity Signs and U-Channel Posts
  2. Vulcan Signs – Vinyl Sheeting and Delineators
  3. Safety Zone Specialists – MOT Equipment
- (4) Safety Manager – 9-1-1 Addressing – Declaration of Junk Inventory – County ID # 13051, HP Pavilion dv9000 laptop and County ID # 13052, HP Pavilion dv9000 Laptop
- (5) Safety Manager – 9-1-1 Addressing – Requesting Approval for a Private Road Name – SW Matheny Glen
- (6) BCC Administration – Settlement and Release Agreement – Trent Giebeig - \$1,900.00
- (7) BCC Administration – Suwannee River Economic Council, Inc. – (S.H.I.P.) – Subordination Agreement – Jamie Roskey and Griffith Shaw
- (8) BCC Administration - Resolution No. 2014R-38 – Canceling the Board Meeting of January 1, 2015
- (9) BCC Administration – Building and Zoning – Refund Request Special Family Lot FL14-14 (\$50.00) Cancelled – Karla Mauricio
- (10) BCC Administration – Building and Zoning – Refund Request Special Temporary Use Permit STUP 14-01GMV for Family Fun Fireworks, Kenneth Goff, Agent - \$250.00
- (11) Operations Department – Requesting to Enter Private Property – Golden Arch Realty Corp. (Parcel # 02573-002) and Kelly Systems (Parcel # 02574-002) – Vegetation Clearing to Improve Drainage on County Right-A-Way
- (12) Operations Department – Requesting to Enter Private Property – (see attached list) – Drainage Maintenance
- (13) Operations Department – Utility Permit – AT&T SE Florida – County Road 250
- (14) Operations Department – Utility Permit – City of Lake City – County Road 341
- (15) Operations Department – Utility Permit – AT&T SE Florida – NE McCloskey
- (16) Operations Department – Utility Permit – Comcast Cable – NW Savannah Loop
- (17) Operations Department – Utility Permit – Comcast Cable/Fiber Cor Group – County Road 242
- (18) Operations Department – Utility Permit – AT&T SE Florida – US 90 & Florida Gateway Drive

Regarding item #6. Commissioner Bailey advised that while there is no conflict of interest that would prohibit him from voting, he simply wanted to state for the record that Trent Giebeig is his brother-in-law.

MOTION by Commissioner Frisina to approve. Second by Commissioner Bailey. The motion carried unanimously.

### **Fire Protection**

SM Kraus reviewed with the Board the Mutual Aid Agreement and the Automatic Aid agreement with Union County regarding services for fire protection.

MOTION by Commissioner Bailey to approve the resolution (#2014R-40) for mutual aid. Second by Commissioner Frisina. The motion carried unanimously.

MOTION by Commissioner Bailey to approve the resolution (#2014R-41) for automatic aid. Second by Commissioner Frisina. The motion carried unanimously.

### **Sports Organization License Agreement**

ACM Scott reviewed with the Board proposed changes to the License Agreement. There was discussion.

MOTION by Commissioner Frisina to approve. Second by Commissioner Bailey. The motion carried unanimously.

### **Engineering Services**

ACM Scott reviewed with the Board that the County received four responses to the RFQ for engineering services, and Preble-Rish, Inc. was ranked number one. He explained some of the County's concerns and County Engineer Chad Williams' conflict of interest relating to this topic.

There was Board discussion. Attorney Feagle discussed the conflict of interest in greater detail. He will request certain language relating to the shareholders and liability insurance be added.

MOTION by Commissioner DePratter to not hire a new engineer. Second by Commissioner Nash. The motion carried 3-2 with Commissioner Frisina and Commissioner Williams voting against the motion.

## **Employment Contract for County Manager**

ACM Scott reviewed County Manager Williams' contract. Effective January 17, 2015 the existing contract will be extended until January 16, 2018 with a 30 day termination requirement for either party.

MOTION by Commissioner Nash to approve. Second by Commissioner Bailey. The motion carried unanimously.

## **Employment Contract for County Attorney Joel Foreman**

There was discussion between the Board and County Attorney Feagle regarding this contact. Attorney Foreman offered input.

MOTION by Commissioner DePratter to approve. Second by Commissioner Frisina. The motion carried unanimously.

## **Sheriff**

The Board considered Sheriff Hunters year-end closeout and budget amendment relating to fiscal year 2013-2014 and the excess funds carried forward.

MOTION by Commissioner Frisina to accept the year-end close out for fiscal year 13-14, and to authorize the return of fund in the amount of \$140,249. Second by Commissioner Nash. The motion carried unanimously.

## **Farewell to Commissioner Bailey**

Commissioner Bailey bid his fellow Board members farewell, and stated that it has been a great honor and privilege to serve as County Commissioner for District 4. The Commission and staff took a few minutes to reflect on Commissioner Bailey's service and dedication to Columbia County. All wished him well.

## **Request to Enter Private Property**

Commissioner Frisina requested permission to enter the private property of James Rountree for the purpose of removing the large tree Mr. Rountree discussed at the prior meeting. Second by Commissioner Nash. The motion carried unanimously.

## **Public Input**

Debbie Preble and Ralph Cellon of Preble-Rish offered input regarding the RFQ discussed earlier. The Board was asked to reconsider their vote.

Steward Lilker reflected on a controversial matter relating to Mainstream Broadband that he will remember Commissioner Bailey best for. He commended Stephen for caring enough to stand up and vote against Mainstream Broadband, saving the county a significant amount of

money; even when he knew that his vote would be unpopular. He thanked Commissioner Bailey for his service.

**Adjournment**

There being no further business to come before the Board, the meeting adjourned.

ATTEST:

\_\_\_\_\_  
P. DeWitt Cason  
Clerk of Circuit Courts

\_\_\_\_\_  
Ronald Williams, Chairman  
Board of County Commissioners

**COLUMBIA COUNTY, FLORIDA**  
**RESOLUTION NO. 2014R-34**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FL RELATING TO THE VOLUNTARY STORMWATER MAINTENANCE PROGRAM; PROVIDE FINDINGS; PROVIDE AUTHORITY; ESTABLISH UNIT PRICE SCHEDULES FOR MAINTENANCE ACTIVITIES AND CAPITAL IMPROVEMENTS; PROVIDE SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VIII, section 1(g), Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and the Columbia County Charter, Columbia County (the "County") has all powers of local self-government to perform county functions and render county services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of County ordinances; and

**WHEREAS**, pursuant to these home rule powers, the Board of County Commissioners (the "Board") adopted Ordinance No. 2014-4 to establish eligibility criteria and related processes for implementation of voluntary assessment programs to provide street lighting, roadway, and stormwater programs, facilities, and services; and

**WHEREAS**, the County has historically received requests from Homeowners' Associations and other such entities for assistance in operating, maintaining and improving their private stormwater facilities that are either non-functioning and in need of rehabilitation and repairs or otherwise lacking in necessary maintenance and improvements; and

**WHEREAS**, the public health, safety and welfare are adversely affected by poor water quality and flooding resulting from inadequate stormwater management practices, poorly maintained facilities, or non-functioning stormwater systems; and



**WHEREAS**, the cost of operating and maintaining these private stormwater facilities and providing needed improvements and extensions thereto should not be paid for by the taxpayers of the County, but should instead be borne by the affected property owners and, to the extent practicable, be allocated in relationship to the benefits enjoyed, services received, or burden caused therefrom; and

**WHEREAS**, in recognition of this problem, on or about October 2, 2014, the Board authorized staff to proceed with the development of the Voluntary Stormwater Maintenance Program whereby residential neighborhoods deemed eligible under Ordinance No. 2014-4 may petition the County to assume ownership, operations, and control of their stormwater facilities and fund ongoing operations, maintenance, and improvements through the imposition of a special assessment program; and

**WHEREAS**, the first step toward implementation of this Voluntary Stormwater Maintenance Program is to establish a uniform schedule of unit costs for the various maintenance activities and capital improvements in order to guide the budget development for the special assessment programs.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of Columbia County, Florida, as follows:

**SECTION 1. FINDINGS.** The above findings are true and correct and are hereby incorporated herein by reference.

**SECTION 2. AUTHORITY.** This resolution is adopted pursuant to the provisions of Article VIII, Section 1, Florida Constitution, the Columbia County Home Rule Charter, section 125.01, Florida Statutes, and other applicable provisions of law.

### SECTION 3. MAINTENANCE AND CAPITAL IMPROVEMENT UNIT

#### PRICE SCHEDULES.

(A) For purposes of the Voluntary Stormwater Maintenance Program, the Board hereby adopts the following schedules of unit costs for the maintenance activities and capital improvements provided therein.

#### CAPITAL IMPROVEMENTS

ITEM	QTY.	COST
<b>DIRT WORK: (Material, Labor &amp; Equip.)</b>		
Clearing and Grubbing	p/acre	\$2,500.00
Earthwork	cy	\$2.50
Pond Excavation	cy	\$15.50
<b>ROADS: (Material, Labor &amp; Equip.)</b>		
Stabilization	sy	\$3.00
Road Base 6"	sy	\$9.00
Asphalt 1.5"	sy	\$10.00
Type D Curb	l.f.	\$10.50
Type F Curb	l.f.	\$10.50
Drop Curb	l.f.	\$12.00
Sidewalk 4"	sy	\$27.00
Sidewalk 6"	sy	\$35.00
<b>STORM: (Material Only)</b>		
18" RCP	l.f.	\$12.15
18" HDPE	l.f.	\$12.99
18" CMP	l.f.	\$16.49
24" RCP	l.f.	\$19.71
24" HDPE	l.f.	\$17.24
24" CMP	l.f.	\$13.90
30" RCP	l.f.	\$28.04
30" HDPE	l.f.	\$26.01
30" CMP	l.f.	\$21.39
36" RCP	l.f.	\$39.20
36" HDPE	l.f.	\$34.65

36" CMP	l.f.	\$25.60
48" RCP	l.f.	\$61.85
48" HDPE	l.f.	\$52.31
48" CMP	l.f.	\$49.66
18" MES Section	ea.	\$225.00
24" MES Section	ea.	\$240.00
30" MES Section	ea.	\$250.00
36" MES Section	ea.	\$300.00
48" MES Section	ea.	\$400.00
18" Flared End Section	ea.	\$539.00
24" Flared End Section	ea.	\$602.00
30" Flared End Section	ea.	\$798.00
36" Flared End Section	ea.	\$948.00
48" Flared End Section	ea.	\$1,389.00
Concrete Ditch Paving	sy	\$30.00 (Material, Labor & Equipment)
Rip Rap Rubble	ton	\$30.00 (Material, Labor & Equipment)

ITEM	QTY.	COST
<b>STRUCTURES: (Material Only)</b>		
Type C Inlet 0-4'	ea.	\$750.00
Type C Inlet 4-8'	ea.	\$1,100.00
Type D Inlet 0-4'	ea.	\$900.00
Type D Inlet 4-8'	ea.	\$1,200.00
Type D Inlet 8-12'	ea.	\$1,700.00
Type E Inlet 0-4'	ea.	\$1,400.00
Type E Inlet 4-8'	ea.	\$1,900.00
Type E Inlet 8-12'	ea.	\$2,200.00
Storm Manhole 0-4'	ea.	\$800.00
Storm Manhole 4-8'	ea.	\$1,100.00
Storm Manhole 8-12'	ea.	\$1,400.00
Control Structure w/Skimmer 4-8'	ea.	\$1,400.00
Control Structure w/Skimmer 8-12'	ea.	\$2,000.00

<b>EQUIPMENT: (No Labor)</b>		
322 Track Excavator	p/h	\$120.00
312 Track Excavator	p/h	\$39.00
305 Track Excavator	p/h	\$18.00
420 Back Hoe	p/h	\$38.00
950 Loader	p/h	\$66.00
908 Loader	p/h	\$28.75
613 Scraper	p/h	\$90.00
D6 Dozer	p/h	\$135.00

D5 Dozer	p/h	\$80.00
Skid Steer ASV	p/h	\$22.00
120 Grader	p/h	\$70.00
Vibratory Roller	p/h	\$29.00
Traffic Roller	p/h	\$29.00
Double Drum Roller	p/h	\$17.50
Gradeall	p/h	\$65.00
Crane Rental	p/h	\$155.00

**TRUCKS: (No Labor)**

Utility Truck F250	p/h	\$20.00
Utility Truck F350	p/h	\$30.00
6 Wheel Dump Truck	p/h	\$36.00
10 Wheel Dump Truck	p/h	\$65.00
Transport Lowboy	p/h	\$100.00
Bucket Truck	p/h	\$34.00
Knuckle Boom Truck	p/h	\$34.00
Water Truck	p/h	\$42.00

**ITEM**

**QTY.**

**COST**

**LABOR:**

Foreman	p/h	\$25.96
Crew Leader	p/h	\$17.11
EO III	p/h	\$16.44
EO II	p/h	\$15.18
EO I	p/h	\$14.10
General Laborer	p/h	\$13.53

**MISCELLANEOUS: (Material, Labor & Equip.)**

MOT	p/day	\$500.00
Import Fill	cy	\$7.50
Remove Unsuitable Material	ton	\$42.00
Bedding Stone	ton	\$22.00
Silt Fence	l.f.	\$1.50
Turbidity Barrier	l.f.	\$10.00

**MAINTENANCE ACTIVITIES**

<b>ITEM</b>	<b>PW PRICE</b>	<b>FDOT PRICE</b>
<b>DITCH CLEANING</b>		
0-10' wide x 1-4' deep	\$50/L.F.	\$9.70/CY
11-20' wide x 4-8' deep	\$100/L.F.	\$50/CY
<b>CULVERTS</b>		
PVC---30" ADS HP	\$70/L.F.	\$179.78/L.F.
24" ADS HP	\$40/L.F.	\$98.79/L.F.
18" ADS HP	\$30/L.F.	\$40/L.F.
CMP---30" CMP	\$55/L.F.	179.78/L.F.
24" CMP	\$30/L.F.	\$98.79/L.F.
18" CMP	\$24/L.F.	\$40/L.F.
<b>MITERED END SECTION</b>		
36"	\$300/EA.	\$1324/EA.
30"	\$250/EA.	\$465.86/EA.
24"	\$240/EA.	\$935.71/EA.
18"	\$225/EA.	\$779.35/EA.
<b>CONCRETE DITCH PAVING</b>		
4" REINFORCED	\$25/SY	\$225/CY
6" REINFORCED	\$30/SY	\$225/CY
<b>STRUCTURES</b>		
TYPE C 0-4'	\$1350/EA.	\$2014.89/EA.
TYPE C 4-8'	\$2150/EA.	\$2014.89/EA.
TYPE D 0-4'	\$1800/EA.	\$4000/EA.
TYPE D 4-8'	\$3000/EA.	\$4000/EA.
TYPE V 0-4'	\$1500/EA.	\$6,000/EA.
TYPE V 4-8'	\$3000/EA.	\$6,000/EA.
EXCAVATION FOR STRUCTURES	\$25/CY	\$25/CY
<b>CLEANING POND BOTTOMS/DEBRIS/SILT (5YR. CYCLE)</b>		
	\$3800/ACRE	N/A

**MOWING**

**(BI ANNUALLY AT A MINIMUM)**

WEEDEATER	\$15/HR.	\$286.55/ACRE
ZERO TURN	\$30/HR.	\$59.40/ACRE
BUSHHOG	\$40/HR.	\$50.47/ACRE
15' BATWING	\$50/HR.	\$55.8./ACRE
SIDEARM CUTTER	\$65/HR.	\$55.38/ACRE
LITTER REMOVAL	\$5/Acre	\$5/ACRE

**MATERIALS**

RIP RAP	\$15/TON	\$62.08/CY
DIRT	\$11/TON	\$15.49/CY
FLOWABLE FILL	\$150/CY	\$146.57/CY

**MISCELLANEOUS**

PIPE REMOVAL	\$25/LF	\$29.19/L.F.
SEED & MULCH	\$.50/SY	\$.66/SY
SODDING	\$2.50/SY	\$2.07/SY
CONCRETE REMOVAL	\$12/SY	\$1.61/SF
FENCING 4'	\$8.50/LF	\$10.49/L.F.
EXCAVATION	\$12.50/SY	\$13.09/CY
REPLACE GRATE	\$450/EA.	\$450/EA.
CLEARING AND GRUBBING	\$6011/ACRE	\$6011/ACRE
RESET EXISTING FRAME AND GRATE	\$440/EA.	\$440/EA.
CLEANING INLETS	\$59.33/EA.	\$59.33/EA.

ALL PRICES INCLUDE LABOR

(B) The Board hereby finds that these unit prices are based upon generally accepted and recently available data and that such unit prices are fair and reasonable for the services and improvements to be provided.

(C) Although the County has attempted to be comprehensive in developing its

unit price schedules, in certain cases, a stormwater system may require additional measures not included in the above schedules or may require a similar service or improvement that will be more costly than the above unit price schedules. In such cases, the County reserves the discretion to calculate a fair and reasonable cost schedule to address that unique situation.

(D) Although the above unit price schedules are based on the most recent cost data available to the County, prices are expected to increase over time and, additionally, market conditions may cause unintended fluctuations in unit prices. In such cases, the County reserves the discretion to revise these unit price schedules or to deviate from these unit price schedules in order to recover the actual costs associated with a particular service or improvement.

(E) The above unit price schedules are intended to include only the most common maintenance and capital improvement items associated with the operation and upgrade of a stormwater system; the above schedules are not intended to be inclusive of all costs that will be included in a stormwater special assessment program. In the development of a voluntary special assessment program, there will be additional costs related to implementation, notices, administration, and collection of the assessments.

**SECTION 19. SEVERABILITY.** If any clause, section, other part of application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

**SECTION 20. EFFECTIVE DATE.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED, APPROVED, AND ADOPTED** by the Board of County Commissioners  
of Columbia County, Florida, at its regular session on \_\_\_\_\_.

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

BY: \_\_\_\_\_  
Ronald Williams, Chairman

ATTEST: \_\_\_\_\_  
P. DeWitt Cason, Clerk of Court

BY: \_\_\_\_\_  
County Attorney

(SEAL)