

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, AUGUST 20, 2013  
5:30 P.M.

201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF CONSENT ITEMS A - C:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14: (2) (c))

- A. APPROVAL OF MINUTES of July 23 and August 5, 2013.
- B. EXAMINATION AND APPROVAL OF INVOICES.

- C. THE BOARD TO CONSIDER APPROVAL OF CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH MUSIC CONSTRUCTION, INC. FOR PHASE II OF THE REHABILITATION OF RUNWAY 18/36, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR. (MATERIALS ENCLOSED)

BIDS/PUBLIC HEARINGS:

3. THE BOARD TO RECEIVE BIDS FOR THE RUNWAY OBSTRUCTION TREE CLEARING PROJECT AT THE PERRY-FOLEY AIRPORT, PERRY, FL., SET FOR THIS DATE AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
4. THE BOARD TO RECEIVE BIDS FOR EAST & SOUTH RED PADGETT ROAD WIDENING/RESURFACING PROJECT, SET FOR THIS DATE AT 5:35 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 5:40 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2014-2015 FUNDING CYCLE.
6. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

PUBLIC REQUESTS:

7. THE BOARD TO RECEIVE A PRESENTATION FROM DEAN FOWLER ON A PROPOSED RESTORE ACT PROJECT INVOLVING COUNTY PROPERTY.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

8. THE BOARD TO CONSIDER APPOINTING WADE STEVEN BROWN TO THE TAYLOR COASTAL WATER & SEWER DISTRICT BOARD OF DIRECTORS, AS AGENDAED BY DIANE CARLTON, TAYLOR COASTAL WATER & SEWER DISTRICT.

COUNTY STAFF ITEMS:

9. THE BOARD TO DISCUSS A REQUEST FROM WASTE PRO TO INCREASE THE RATES FOR COMMERCIAL REFUSE COLLECTION, ACCORDING TO THEIR CONTRACT WITH THE COUNTY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
10. THE BOARD TO DISCUSS APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT AND ADOPTION OF RESOLUTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR IMPROVEMENTS TO JOHNSON STRIPLING ROAD (CR 361), AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO DISCUSS APPROVAL OF SUPPLEMENTAL AGREEMENT NUMBER 1 AND ADOPTION OF RESOLUTION WITH FDOT, FOR THE RESURFACING OF EAST RED PADGETT ROAD (CR 356A), IN THE AMOUNT OF \$997,182, AS AGENDAED BY THE COUNTY ENGINEER.
12. THE BOARD TO DISCUSS APPROVAL OF SUPPLEMENTAL AGREEMENT NUMBER 1 AND ADOPTION OF RESOLUTION WITH FDOT, FOR THE RESURFACING OF OSTEEN ROAD (CR 359B), IN THE AMOUNT OF \$507,159, AS AGENDAED BY THE COUNTY ENGINEER.
13. THE BOARD TO DISCUSS APPROVAL OF SUPPLEMENTAL AGREEMENT NUMBER 3 AND ADOPTION OF RESOLUTION WITH FDOT, FOR THE WIDENING AND RESURFACING OF SOUTH RED PADGETT ROAD (CR 356), IN THE AMOUNT OF \$1,053,035, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

14. THE BOARD TO DISCUSS AND CONSIDER REQUESTING FDOT TO SET A SPEED LIMIT OF 35 MPH FOR THE AUCILLA RIVER BRIDGE ON HIGHWAY 98 WEST OF PERRY.

15. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
16. ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

17. BOARD INFORMATIONAL ITEMS:
18. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

[www.taylorcountygov.com](http://www.taylorcountygov.com)

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

2C

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to approve Change Order No. 1 to the contract with Music Construction, Inc. for Phase II of the Rehabilitation of Runway 18/36. The Change Order reduces the Contract by \$67,855.19. The Contract was for \$877,844.00 and the final project costs were \$809,988.81.

**MEETING DATE REQUESTED:**

August 20, 2013

**Statement of Issue:** Board to approve Change Order No. 1 to the contract with Music Construction, Inc. for the Phase II Rehabilitation of Runway 18/36 at Perry Foley Airport.

**Recommended Action:** Approve Change Order No. 1 to the contract with Music Construction, Inc.

**Fiscal Impact:** The completed project was \$67,855.19 less than the projected budget.

**Budgeted Expense:** Y/N The project is 100% grant funded.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Phase II of the Rehabilitation of Runway 18/36 project had an anticipated budget of \$877,844. The County obtained grant funds in the amount of \$100,000 from FDOT Aviation Division and \$777,844 from the Federal Aviation Administration (FAA). The final project cost was \$809,988.81. With this, the contract with Music Construction, Inc. should be reduced by \$67,855.19 as reflected in Change Order No. 1.

**Attachments:** Change Order No. 1 and support documentation.

**CHANGE ORDER NO. 1**  
**Runway 18-36 Rehabilitation—Phase II**  
**Perry Foley Airport, Taylor County, Florida**

**\*\*\* FINAL \*\*\***

CHANGE ORDER NO: **One (1)**  
CONTRACTOR: **Music Construction, Inc.**  
CONTRACT DESCRIPTION: **Runway 18-36 Rehabilitation—Phase II**  
CONTRACT DATE: **December 18, 2012**  
C.O. ISSUE DATE: **July 22, 2013**

NO WORK COVERED BY THIS CHANGE ORDER MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF A COPY FULLY EXECUTED BY THE CONTRACTOR, THE OWNER AND THE ENGINEER. IF CONTRACTOR IS IN AGREEMENT WITH THIS CHANGE, HE SHOULD EXECUTE ALL COPIES AND RETURN ALL COPIES TO THE ENGINEER WITHIN SEVEN (7) CALENDAR DAYS. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE BY THE AMOUNT SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

**DESCRIPTION OF CHANGES:**

See **Exhibit 1** for description of changes.

**ADJUSTED CALENDAR DAYS-CONTRACT TIME**

ORIGINAL: 140 Days from NTP (Dec. 18, 2012)  
TO DATE: 0 Days  
THIS C.O.: 0 Days  
  
TOTAL: 140 Days  
  
ORIG. COMPL. DATE: May 7, 2013  
  
REVISED DATE/COMPL. N/A

SOURCE OF FUNDS: FEDERAL AVIATION ADMINISTRATION, FLORIDA DEPARTMENT OF TRANSPORTATION, TAYLOR COUNTY

AMOUNT OF THIS CHANGE ORDER .....	ADD	DELETE	X	\$	(67,855.19)
PERCENTAGE CHANGE FROM ORIG. CONTRACT PRICE.....					-7.73%
ORIGINAL TOTAL CONTRACT PRICE.....				\$	877,844.00
APPROVED ADDITIONS TO CONTRACT TO DATE .....				\$	0.00
APPROVED DELETIONS TO CONTRACT TO DATE .....				\$	0.00
REVISED TOTAL CONTRACT PRICE.....				\$	809,988.81

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COSTS OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER. CONTRACTOR ALSO ACKNOWLEDGES THAT THERE HAS BEEN NO CHANGE IN ITS OPERATIONS WHICH WOULD REQUIRE A MODIFICATION OF ITS SWORN STATEMENT ON PUBLIC ENTITY CRIMES SUBMITTED WITH ITS BID.

CONTRACTOR'S ACCEPTANCE:  
**For: Music Construction, Inc.**

\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE  
  
\_\_\_\_\_  
TITLE

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
PROJECT MANAGER: AVCON, INC.—John Collins, P.E.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REGIONAL MANAGER: AVCON, INC.—Virgil C. Lewis, P.E.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER: TAYLOR COUNTY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FEDERAL: FEDERAL AVIATION ADMINISTRATION- Bill Farris

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STATE OF FLORIDA: DEPT. OF TRANS. DISTRICT 2- Roland Luster

\_\_\_\_\_  
DATE

**Runway 18-36 Rehabilitation—Phase II  
Perry Foley Airport, Taylor County, Florida**

**Exhibit 1 – Summary of Change Order No. 1 Items  
July 22, 2013**

Change Order No. 1 provides a final reconciliation of constructed quantities for the Runway 18-36 Rehabilitation—Phase II project which has been completed. Change Order No. 1 for this project generally includes the following items:

1. Final Reconciliation of Bid Item No. 10 through 18:

The final constructed and approved quantities for Bid Items 10 through 18 were measured in the field and the final quantities are reconciled in this final change order.

**DEDUCT \$43,403.92**

2. Reduce Quantity for Bid Item No. 19, T-904, Sodding, Bahia Argentina with Topsoil:

During the initial construction phase of the project, a value engineering item was discussed and approved by the owner to replace approximately 24,000 sy of proposed sod (\$1.85/sy) with lower cost seed (\$0.43/sy). This reduction in the sod quantity is reflected in this final change order

**DEDUCT \$56,726.55**

3. Add Pay Item No. T-901, Seeding:

This item is added to replace the sod removed in Item 2 above.

**ADD \$10,275.28**

4. Void Remediation in Existing Asphalt:

Prior to the start of construction, a depression was identified in the north half of Runway 18-36 (area not included in the proposed work limits for the Runway 18-36 Rehabilitation—Phase II project). A geotechnical analysis was performed at this location and a void was identified under this depression. The geotechnical engineer who performed this analysis recommended over-excavation of the void area and backfill with clean fill material. This work was coordinated with the contractor and they provided a price of \$10,000 to remove the existing asphalt, over-excavate the void, fill the bottom of the void with flowable fill, backfill in 12-inch lifts with clean limerock material, and place an asphalt patch over the area. This proposal amount was just under the independent estimate of \$10,375 for this work. The proposal from Music Construction, Inc. is attached as **Exhibit 3**.

**ADD \$10,000.00**

**Change Order No. 1 Summary**  
**Runway 18-36 Rehabilitation—Phase II**

5. Depression Remediation in Proposed Work Limits:

Due to the identification of voids during the Phase I runway rehabilitation project (north half of Runway 18-36) a vibratory roller was used to compact the base material prior to placing the new asphalt pavement over the Phase II limits (south half of Runway 18-36) in an effort to proactively locate any potential voids in the subgrade which may migrate to the surface over time. During these activities, two depressions developed and a geotechnical engineer analyzed the depressions and recommended excavation of the material to an approximate depth of 10 ft and backfill with clean fill material. This work was coordinated with the contractor and they provided a price of \$6,000 for each depression to mobilize their equipment to the site, over-excavate the poor material, and backfill with clean material in 12-inch lifts. Their proposal amount was less than the independent estimate of \$7,575.

**ADD \$12,000.00**

**Net DEDUCT for Change Order No. 1: DEDUCT \$67,855.19**



**EXHIBIT 2**

**Runway 18-36 Rehabilitation—Phase II  
Perry Foley Airport, Taylor County, Florida**

**July 22, 2013**

The Contract Quantities and Unit Prices shall be revised as follows:

Bid Item No.	Item No.	Item Description	Unit	Original Estimated Quantity	Revised Estimated Quantity	Original Unit Price	Revised Unit Price	Original Total Amount	Revised Total Amount	Net Change
10	P-211-4	Depression Repair (4 ft Diameter Max)	EA	10	6	\$100.00	No Change	\$1,000.00	<b>\$600.00</b>	-\$400.00
11	P-401-SP	Bituminous Surface Course (Superpave)	TON	4,850	<b>4,568.19</b>	\$100.50	No Change	\$487,425.00	<b>\$459,103.10</b>	-\$28,321.90
12	P-605	Joint Sealing Filler	LF	13,400	<b>10,681</b>	\$3.50	No Change	\$46,900.00	<b>\$37,383.50</b>	-9,516.50
13	SP-8	Hazardous Material Disposal	AL	1	0	\$5,000.00	No Change	\$5,000.00	<b>\$0.00</b>	-\$5,000.00
14	P-620-1	Airfield Pavement Markings with Reflective Media, White	SF	33,525	<b>33,262</b>	\$0.70	No Change	\$23,467.50	<b>\$23,283.40</b>	-\$184.10
15	P-620-2	Airfield Pavement Markings with Reflective Media, Yellow	SF	400	<b>285</b>	\$0.90	No Change	\$360.00	<b>\$256.50</b>	-\$103.50
16	P-620-3	Airfield Pavement Markings without Reflective Media, Black	SF	9,050	<b>9,158</b>	\$0.40	No Change	\$3,620.00	<b>\$3,663.20</b>	+\$43.20
17	P-620-4	Complete Marking Removal	SF	10,150	<b>13,447.50</b>	\$1.05	No Change	\$10,657.50	<b>\$14,119.88</b>	+3,462.38
18	P-152	Excavation and Embankment – Shoulder Grading	SY	34,000	<b>27,233</b>	\$0.50	No Change	\$17,000.00	<b>\$13,616.50</b>	-\$3,383.50
19	T-904	Sodding, Bahia Argentina with Topsoil	SY	34,000	<b>3,337</b>	\$1.85	No Change	\$62,900.00	<b>\$6,173.45</b>	-\$56,726.55
									<b>Net Deduct:</b>	<b>-\$100,130.47</b>

**EXHIBIT 2**

The following line items shall be added to the contract as follows:

Item No.	Item Description	Unit	Contract Quantity	Unit Price	Total Amount
CO-1	Void Remediation in Existing Asphalt with Asphalt Patch	LS	1	\$10,000.00	\$10,000.00
CO-2	Void Remediation in Proposed Work Limits	LS	2	\$6,000.00	\$12,000.00
T-901	Seeding	SY	23,896	\$0.43	\$10,275.28
Total Add:					+\$32,275.28

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to receive bids for the Perry Foley Airport tree removal project at 5:30 p.m.



**MEETING DATE REQUESTED:**

August 20, 2013

**Statement of Issue:** Board to receive bids for the Airport tree removal project.

**Recommended Action:** Board to receive bids for the removal of trees penetrating the glide slopes at the Airport. Bids will be reviewed and a recommendation will be made to the Board at the September 3, 2013 BOCC meeting.

**Budgeted Expense:** Not Applicable. The project is 100% funded by an FDOT grant.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Per FAA and FDOT inspections there are numerous trees which will need to be removed which are penetrating runway glide slopes at Perry Foley Airport. The County had an independent survey completed to confirm the trees which were penetrating glide slopes as so indicated by FAA and FDOT. Originally, bids were to be received at the March 19, 2013 Board meeting. Per the request of staff, the bids were rejected and not opened due to errors in the documents as far as the number of trees to be removed. AVCON, Inc., the Airport's consulting firm revised the documents to ensure all trees which need to be removed are included in the bid specifications. The County had a second survey completed to mark each tree in the residential areas.

**Attachments:** Not Applicable

**\*\*Bid Committee to be** Bill Roberts, Melody Cox, and John Collins with AVCON, Inc.  
Bids will also be reviewed by Roland Luster of FDOT.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold the second of two public hearings to discuss and receive public input on the upcoming 2014-2015 funding cycle for the Florida Recreation Development Assistance Program (FRDAP). This program funds outdoor recreation facilities, trails, and amenities. The funds can also be used for the acquisition of land to be used for parks, recreation, and trails.

**MEETING DATE REQUESTED:**

August 20, 2013

**Statement of Issue:** The 2014-2015 FRDAP grant cycle ends September 30, 2013.

Board to hold the second of two public hearings to discuss and receive public input for the possible submission of a grant application. The first public hearing was held at the August 5, 2013 Board meeting at 5:30 pm. Staff is recommending the Board submit grant application in the amount of \$50,000 for the renovation of Hodges Park and Pier at Keaton Beach.

**Recommended Action:** Board to move forward with submitting grant application for the renovation of Hodges Park and Pier at Keaton Beach.

**Fiscal Impact:** The County is eligible to submit grant application in the amount of \$50,000 with no match required.

**Budgeted Expense:** Y/N Not applicable, no match is required for a project that is \$50,000 or less.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** If approved by the Board to move forward with submitting grant application requesting funding assistance for the renovation of Hodges Park at Keaton Beach, the improvements would include: Playground upgrades and shade coverings, repairs to the pier, a concrete platform with a drain at the restroom/shower area, an additional security light, restriping of the paved parking area, and sand for the beach. Taylor County has funded numerous projects in the past with FRDAP grants, most recently

**Phase 1 and Phase 2 of the Sports Complex, and  
Steinhatchee Park.**

**Attachments: Not applicable at this time.**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

Taylor County RESTORE Act Project:



Festival Park in Steinhatchee

**MEETING DATE REQUESTED:**

Tuesday, August 20, 2013

**Statement of Issue: Proposal for RESTORE Act Project**

**Recommended Action:** We are asking the County Commissioners to select this project for presentation it to the Governor and the State of Florida for their approval.

**Fiscal Impact:** This project would substantially increase tourism and tax revenues (bed, sales, property, and gasoline) to Taylor County. The RV Park, when filled, would increase the community's population by 50% thus providing more customers for every local business. In summary, this would be a game changing investment for the County and would benefit every local resident and enterprise.

**Budgeted Expense:** The day to day cost of operating the park would be the responsibility of the RV Park company that leases the property from the County. The RV Park operator would actually pay money to the County monthly. Expenses related to special events would be the responsibility of the Steinhatchee River Chamber of Commerce. If properly structured, the County would not have any on operating expenses.

**Submitted By:** Steinhatchee River Chamber of Commerce

**Contact:** R. Dean Fowler, P.O. Box 789, Steinhatchee, FL 32359 (352) 498-5678  
fowlerdean@aol.com.

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Steinhatchee does not have a high quality RV Park. The County can use the RESTORE ACT funds to create this much needed facility. The County's sixty acres is low lying and not suitable for industrial and other uses requiring a fixed asset such as a building. Use as an RV Park is one of the few developments that could be approved by DEP. The County receives no revenue from the property at this time. This project would basically convert a present day liability to a money making asset.

**Options:** One option would be to convert the entire tract to a County Park, but then it would remain a financial burden for the County.

**Attachments:**

**A detailed description of the project including a map of the property is attached.**



## **TAYLOR COUNTY RESTORE ACT PROJECT PRE-PROPOSAL**

### **FORM**

**NOTE: PRE-PROPOSAL FORMS MUST BE TURNED IN  
NOT LATER THAN 5:00 P.M., AUGUST 30, 2013, TO THE OFFICE OF THE COUNTY  
ADMINISTRATOR AT 201 EAST GREEN ST., PERRY, FL 32347 AND BE IN A SEALED ENVELOPE  
OR BOX CLEARLY MARKED "RESTORE ACT PRE-PROPOSAL."**

**Project Name: Festival Park**

**Submitting Entity: Steinhatchee River Chamber of Commerce**

**Physical address of project if applicable: The property is located west of 5<sup>th</sup> Street W and south of 5<sup>th</sup> Avenue N in Steinhatchee, Florida on 60 acres of property owned by the Taylor County Commission.**

- a.) If your project involves property – do you have ownership and clear title to the property? No**
- b.) If you are not the owner of the property do you have approval from the owner of the property to plan the project? No**
- c.) Does the project involve improvements to public property, improvement to existing public facilities or the construction of new public facilities (Circle one or more that applies?)**

**I. Please check one or more eligible activity that the project is classified under:**

**X Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the TAYLOR Coastal region.**

**X Mitigation of damage to fish, wildlife and natural resources.**

☐ **Implementation of a federally approved marine, coastal or comprehensive conservation management plan, including fisheries monitoring.**

**X Workforce development and job creation.**

☐ **Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.**

**X Infrastructure projects benefiting the economy or ecological resources, including infrastructure.**





- ☒ **Coastal flood protection and related infrastructure.**
- ☐ **Planning assistance.**
- ☒ **Promotion of tourism and seafood consumption in the TAYLOR Coast region.**

**II. Please provide an executive summary of the project. Describe/quantify the economic (jobs, infrastructure, tourism, etc.) and environmental benefits (habitat, quality, knowledge, long-term sustainability, etc.).**

Festival Park is a proposed multi-use development located at the mouth of the Steinhatchee River where the river flows into the Gulf of Mexico. The site consists of 60 acres owned by the Taylor County Commission plus an additional 30 acres of marshland now in private ownership that would be purchased from grant proceeds by the County. There are presently no improvements on the 90 acres. All 90 acres would be planned by professionals and developed appropriately in accordance with County, State and Federal regulations.

The proposed project includes four specific use areas:

- 1: Northern Most acres – RV Park & Primitive Camping Sites.
- 2: North Central Acres – Parking/Driving Range/Splash Park
- 3: South Central Acres – Festival Site
- 4: Southern Most Acres – Fishing pier, Board Walk & improved and restored estuary.

The pages that follow provide explicit details regarding the development, use and maintenance of the four designated areas.

***1: Northern Most Acres – RV Park & Primitive Camping Sites:***

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An RV Park with its infrastructure would be developed in the northernmost portion of the property and be designed to accommodate up to 400 recreational vehicles including standard, large and compact RV models. Parking sites would be pull-through-spaces each equipped with a picnic platform with table and a charcoal grill. Plugins for electrical, telephone and TV will be elevated to protect connections from extreme high tides and hurricanes in accordance with FEMA regulations.

Other improvements in this area would include water, sewage, street & walkway lighting, telephone and Wi-Fi. All streets, parking sites and trails would be formed with



flush poured 6" x 6" concrete curbs and paved with a mixture of 89 rock (DOT designation) blended with natural local sand for an ecologically friendly easily managed surface. This design is preferable to asphalt or concrete because of its porosity allowing rainfall to soak into the aquifer. Plans call for two fenced dog parks one located at the north end and the other at the south end of the RV Park. The south dog park would include a lookout tower for the public's enjoyment. The north dog park would include a large bat house for natural mosquito control.

A raised screened open air club house with an array of solar panels on the roof would serve RV guests. This \$500,000.00 solar installation would generate approximately \$25,000.00 worth of electrical current each year. Power would be sold to Tri-County Electric as a credit against electrical service charges. This should be enough revenue to cover the cost of street lighting and irrigation plus more. The club house would include Wi-Fi internet hookups, laundry machines, a small library, and a small kitchen for pot luck meals. Also, a raised swimming pool, shuffle board court, a lighted tennis court and a badminton court would be built within the RV Park.

An adjunct aspect of this proposal includes bicycle trails that would be lighted with light fixtures located at waist height to hide the light bulbs from direct view. The bicycle path will be multifunctional including a path for walkers/runners. The trail would include various natural exercise stations.

This type of RV Park will be classed as a destination RV park. This definition means that visitors will be coming to the area for a specific purpose such as to attend a festival, but will also be marketed to those that are looking for a place to stay for a longer period of time (a week to a month) because of other local activities including fishing and boating, kayaking the Big Bend Paddling Trail, cycling the regional riding paths, bird watching along the various bird trails that are within a short driving distance, or simply an RV Club looking for a new and different area to explore, etc. *(supports infrastructure, tourism, environmental protection, long term sustainability, and community growth, and increased business /restaurant/service use.)*

In addition to the RV sites, an area designated for primitive camping would include tent sites available for rent. Some primitive area sites would include lighted tents installed on raised wooden decks and equipped with a lavatory. All facilities would be ADA compliant and be approved by the Florida Green Lodging Program. Other improvements would include nearby public baths and toilet facilities.



This type of RV Park and the primitive camping will also be classed as an "in transit" park. This definition means that some visitors who come to the park are typically on an overnight or short term stay. While here they will enjoy cycling, kayaking along the big bend paddling trail, or hiking the thousands of acres of nearby State lands. Typically, these visitors are not staying for the amenities as the RV owner is, but do need a guaranteed place to 'park' their kayaks, bicycles, or hiking boots for the night with a shower and a place to eat. *(This facility will support tourism, environmental protection, and long term sustainability, adding new services, being listed in various new publications and websites, and increased business for restaurants and other service businesses throughout the Steinhatchee and Taylor County area).*

In either case, tourism has historically been 'seasonal' relative to our summer scallop season. However, with a high end RV park, the attraction of snow-birds, RV traveling groups, and seasonal festivals, birding groups, 5k regional runs, concert series, and other events, **Steinhatchee can become a year round destination, flatten the current cyclical visitor patterns and increase overnight stays during fall, winter and spring.**

#### *2: North Central Acres – Parking / Driving Range / Splash Park*

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The primary use of the North Central Acres will be vehicle parking during Festival Park events.

Along the eastern boundary of the North Central Acres will be an area designed to accommodate both port-a-potties and six permanent restrooms. The port-a-potties will be leased and installed anytime the six permanent toilets are likely to be inadequate. Solid waste collection containers would be properly fenced and located in this area.

The entire parking area will be grassed, lighted and irrigated. The southwestern end of the parking area will feature a salt-water fishing lake. This lake will be elevated to avoid overflow from extremely high tides. All pumps will be powered by solar. Water will flow back to the Gulf through a man-made stone creek appropriately landscaped with aquatic plants. *(Supports a totally ecologically friendly environment with minimal impact on the natural surroundings, provides for natural pest control through bat houses, and uses renewable energy sources throughout the park)*

#### *3: South Central Acres – The Festival Site*

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The South Central area will feature the festival site where vendors and sponsors will erect their tents and/or park their vehicles. Festival Park will be laid out along



temporarily marked streets to support up to 300 product vendors, plus a separate area designed to accommodate 50 food vendors.

The festival area will require a significant amount of electrical and water services to meet vendor's needs all of which will be designed by an electrical engineer.

A small portion of this section will be a fenced-off Splash Park area which includes spray pads and pop-jet fountains. Unlike a swimming pool, these wet play areas have little or no depth to the water, making them perfect for anyone who doesn't swim but wants to enjoy some cool, wet fun. Some spray, some swirl, some dump water, some have jets that pop the water at different intervals, and some have a combination of these water feature.

This area will include a band shell for musical concerts and stage performances. Additionally there will be fresh water drinking fountains, a children's playground, and access to the hiking and biking trails and workout stations. The park will include a large gazebo with seating located at the entry to the boardwalk area leading to the gulf and two raised osprey nest platforms plus typical park equipment such as picnic tables and benches, creating an ideal location for bird watchers and nature lovers.

The hiking trails mentioned in previous paragraphs will continue in this area as well inviting people to hike through the natural forest. Bicycles would be prohibited from use on these trails and all trails will be marked to avoid hikers from straying into protected marsh and protected grass areas. *(Supports environmental protection benefits, tourism increases, and ecologically friendly use of county lands)*

The parks inviting design will attract corporate retreats and would be available year round adding an outdoor environment not available in North Central Florida. Steinhatchee's combination of motels, upscale rentals such as Steinhatchee Landing Resort, and close-by condos such as the Sunset Place, empowers the Chamber to market the Festival site to organizations that historically seek nature venues for their membership meetings. The new Park would be very attractive to planners of corporate leadership training groups and teambuilding organizations. *(Supports new tourist market territory)*

#### *4. Southern Most Acres – Improved and restored estuary*

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The existing 60 acres owned by Taylor County does not extend to the open waters of Deadman's Bay. There is an area of about 30 acres of wetlands located between the



County's 60 acre tract and the open waters of Deadman's Bay that would need to be acquired by Taylor County using BP funds. It is possible that the owners, Sara Foreman and Norman Mallory would donate the tract to the County. If they require payment for the property, that payment should be included in the development budget for the project. The only structures to be placed in this area would be a boardwalk and a fishing pier.

Both the County's and the Foreman-Mallory's property was damaged by previous developers and will be restored as a part of this project to its original condition as an estuary and sea life habitat. The County has been working with the Departments of Environmental Protection, both State and Federal, to devise an enhancement plan for this important aquatic habitat. All proposed improvements will be designed as low impact improvements and incorporate all mitigation and restoration projects that are already agreed to and planned between the county and the Fed/State DEP, and that the development of the boardwalk and fishing pier/kayak & canoe entrance/exit, be approved by all appropriate agencies. *(Supports local residential usage, expanded attraction of birders, joggers, and snow-bird walkers)*

#### Sustainability Plan for the Park:

The primary goal of this project is to create the perfect site for future festivals and other public events. Our annual festivals have outgrown the Community Center property which limits the number of visitors and vendors we can accommodate.

Another important goal is to create an environmentally friendly community park suitable for outdoor activity and exercise. The boardwalk, fishing ponds, hiking and biking trails will encourage guests and residents to get outside and exercise.

For the Park to have sustainability it needs a source of revenue, i.e., the RV Park.

I (R. Dean Fowler) recommend the County employ a real estate attorney, experienced in writing triple-net leases, to prepare a lease between the County and a RV Park operator. This type of lease designates the lessee as having full responsibility for the day-to-day expense of maintaining the entire park including the festival and parking areas. The Lessee's responsibilities would also include the cost of utilities associated with the RV Park.

The Lessee would provide liability insurance naming the County as a loss payee. Other services to be provided by the Lessee include maintenance of all equipment, fixtures,



buildings, lighting, roads, parking areas, electrical services, water and sewage expense and all other cost associated with operating the Park.

I recommend the County require a \$100,000.00 deposit from the RV Park management company upon the execution of the lease to be held in escrow by the County should the operator default on the lease.

If the County Commissioners elects to pursue this project, I recommend that the County make contact with Bob Grist at the UF College of Design in Gainesville and seek his assistance in designing the park. Bob has indicated an interest in making this a student project. Bob can also assist the County in selecting a licensed landscape architect as the lead designer of the project. If the County wishes to work with Bob and his students, contact should be made very soon since students return to classes before the end of August and will be selecting projects soon thereafter.

Once preliminary design plans and a draft of the lease agreement have been prepared, the County would solicit bids from companies inviting them to participate in the bid process. The selection of a RV Park Operator would be based on the bid price and the financial strength of the company. Only those companies with a solid financial statement would be invited to bid. I recommend a ten year lease period with an option to renew.

Maintenance cost of the total development is going to be substantial. I personally believe that the most efficient and economical way to keep the park well maintained is to have the RV Park management company made responsible for total maintenance as part of his or her responsibilities to Taylor County.

The basis for these recommendations reflects my own personal experiences with leasing properties. I believe this approach would give the County its best value and require only a minimum amount of oversight by the County Manager. During my years in the nursing home business, I leased and managed 37 multi-million dollar nursing homes in addition to the 20 homes that I personally owned. Every lease was different and some included assuming responsibility for maintaining everything from a sewage treatment plant to keeping auxiliary buildings painted and maintained. A triple-net lease between the County and the Management Company would clearly spell out each entity's responsibilities and allow for cancellation of the lease agreement should the County not be satisfied with the Management Company's performance.



The Steinhatchee River Chamber of Commerce would also have a contract with the County Commission and the RV Park operator with the Chamber agreeing to provide additional liability insurance for events conducted in the Park. The Chamber would need an agreement with the County specifying both the Chamber's and the County's responsibilities for electrical and water expense for events held at the Park. Any organization wishing to use the park for an event would have to make arrangements with the Chamber and must sign a legal contract setting forth the rules and restrictions imposed by the County and the Chamber. At the present time, the Chamber is not allowed to sell beer or wine on County property during festivals. The Chamber will seek a change in this policy for the new park.

#### Ancillary components of the project:

The entire park area, including the automobile parking area, would be lighted by solar electric generating systems that would also be connected to the public electric utility company lines. RV connecting pedestals would be elevated to meet State building codes. The park design would include connections of water and sewer to the Big Bend Water & Sewage collection system. All costs associated with connecting to the Big Bend Water Association facilities including connection fees for each RV space will be included in the development's budget. *(Supports infrastructure and relief of planned costs for the Big Bend Water Association; extends the ecological protection of the gulf and sea grasses by building out the sewage system earlier by several years than planned)*

Improvements to three Streets serving the park property would be included in the grant request. 2<sup>nd</sup> Avenue North would become the primary entrance to the Park and would require substantial upgrading to be able to accommodate the heavy traffic anticipated during special events. During events, 2<sup>nd</sup> Avenue North would become a one-way street using both lanes for arriving traffic. When traffic leaving the area becomes greater than the traffic arriving, 2<sup>nd</sup> Avenue would become a one way street exiting the Park and traveling east to Highway 361.

2<sup>nd</sup> Avenue North would need to be widened and resurfaced (rebuilt) and should include a pedestrian side walk on one side and a golf cart trail on the other side to be used by RV Park guests wishing to walk or ride a golf cart to the Crabbie Dads/ Roy's Restaurant area and beyond. It would be desirable for RV renters to be able to patronize local restaurants, grocery stores, bars, etc. without the use of an automobile, a distinct ecological advantage.



5<sup>th</sup> Avenue North would become the other primary street serving Festival Park and would be used as an exit from the Park. 5<sup>th</sup> Avenue North is currently a dirt street that would require paving. All streets entering the RV Park would run north and south with traffic always traveling north and exiting onto 5<sup>th</sup> Avenue North.

Improving and paving 6<sup>th</sup> Street NW from 5<sup>th</sup> Avenue North going south to the west boundary exit of Festival Park would be desirable. This additional street would expedite the exodus of vehicular traffic following a large event in the Park.

The Park would require surface water management as a large swamp directly west of the site drains, at least in part, across the proposed park site. It might be that this runoff could supply a freshwater lake that could also be used for irrigation but we do not know if the flow in dry weather would be large enough to meet irrigation requirements. To be safe, the project should include three 4" freshwater wells to be used for irrigation and/or to maintain the desired depth of a freshwater pond.

The sewage collection system will require one or more pumping stations. The Big Bend Water Authority will be asked to assume responsibility for the maintenance and operation of the pumping station(s) once completed.

The area proposed for the RV Park and the Primitive Camping Site is heavily wooded with large pine and hardwood trees. Every effort should be made to save as many of these beautiful trees as possible. The open space between each recreational vehicle parking place should remain as natural as possible. This can be accomplished with a topographic survey of the property that includes the location and identification of trees above a certain size.

The Park should have chain length fence on both the east and the west borders. No fence is needed on the south side which faces the bay and the north side will employ multiple exits onto 5<sup>th</sup> Avenue North. Other fencing will include wooden picket fencing around the two dog parks and around the water park and children's playground.

For this park to be worthy of international recognition, it should be designed by trained professionals. I have discussed this proposal with a tenured professor, Robert 'Bob' Grist FASLA, a 30 year veteran of the Department of Landscape Architecture, School of Design Construction and Planning at the University of Florida. He confirmed my belief that the lead designer should be a Landscape Architect who would be responsible for selecting a licensed surveyor, a licensed electrical engineer, a swimming pool engineer and a licensed environmental engineer. These professionals would design the sewage and





water systems, the roads and recreational facilities, the band shell and gazebo, the swimming pool, the solar collection system, the electrical distribution system, the RV park lighting, pathway and festival parking areas, the board walk and fishing pier and the solid waste collection and pumping system.

**Miscellaneous issues:**

Taylor County owns 60 acres of the subject property. Approximately 30 additional acres contiguous and South of the County's property are owned by a third party. The 30 acres are 100% wetlands. The Chamber is interested in the County acquiring the 30 acre (+ or -) site in order to obtain frontage on the bay which will allow fishing from a pier. These 30 acres are of limited value to the present owners because the property cannot be developed for any residential or commercial use. The County may have the obligation of restoring both areas due to environmental damage done by previous owners. A restoration plan will be submitted to the County government at an appropriate time. Except for the boardwalk and fishing pier, all other proposed improvements are on "existing public property".

The amount of local public lands available to the public for hiking, biking, canoeing, kayaking, boating, fishing, crabbing, scalloping and hunting exceeds 100,000 acres. Public lands can be found on both banks of the Steinhatchee River and along the Gulf Coast in both Taylor and Dixie Counties. These vast resources are all available for free except for required hunting and fishing licenses.

As mentioned in the foregoing narrative, we would like to include funds in this project to restore the wetlands area in cooperation with State and Federal authorities. At this time, we do not have details regarding the improvements that need to be made. It would be up to the Taylor County Commission to coordinate improvements with State and Federal officials.

We anticipate that the RV Park Management Company would require about six full time employees to properly maintain the entire complex. Most new jobs created by the Park would be at local small businesses such as the restaurants, marinas, grocery stores, fishing guides, filling stations, banks, resorts, motels and boat and kayak rental companies. In addition to the increased tax revenues generated by the Park the County would also receive a substantial amount of revenue from the management company leasing the property from the County.



The improvements cited above are good choices for this low lying coastal property because the project requires very few permanent structures. The combination of an RV Park and a new festival site would bring thousands of new tourists to Taylor County each year. It would have a huge economic impact of the area's economy. Because of the RV Park's view of the Gulf of Mexico and its close proximity to restaurants, grocery stores and bars, this development will have significant appeal to motorhome and other RV owners in both the United States, in Canada and possibly in Europe as well. We expect the Park to become the number one tourists draw in Taylor County. An important note, when filled, this Park will have approximately 600 baby boomers vacationing in Steinhatchee none of whom will have children to educate or require public assistance from the government. The revenue from bed taxes, sales taxes and fuel taxes paid to Taylor County will be significant. It is very likely that local gas stations and grocery stores will be inadequate to meet the demand for services without expanding their facilities.

This plan has been prepared by members of the Steinhatchee River Chamber of Commerce. This project, if approved by the Taylor County Commissioners, will become a Taylor County project if the County decides to pursue it. The Chamber is willing to accept responsibility for managing the festival area and would coordinate the sharing of facilities such as solid waste disposal with the RV Park manager. The RV Park Manager and the Steinhatchee River Chamber of Commerce would assume day-to-day operations of the park and would not require a significant amount of County Manager time.

**III. Please provide a cost summary/budget. Detail any matching/cooperative funds available for use, and any cooperative support from governmental or other agencies.**

*Project Budget*

---

The proposed Festival Park site includes 60 acres owned by the Taylor County Commission. There is an additional 30 acres to be acquired with Restore Act funds. The 60 acres are the sum total of local matching funds (property) available to support this development.

*RV Park Development Cost:*

- |                       |           |
|-----------------------|-----------|
| • Labor and materials | \$800,000 |
| • Solar Panels        | 500,000   |



• Architects and Engineers	60,000
• Legal Fees	10,000
• Two Dog Parks	12,000
• Primitive Camping Site	100,000
• Bat House	80,000
• Three 4" Irrigation Wells	15,000
• Sewage Pumping Station	110,000
• Sewage & Water Connection Fees	200,000
• Gravel for Streets & RV Spaces	107,000
• Clearing and Grubbing	80,000
• Swimming Pool (20' X 40')	92,000
• Fencing	31,500
• Club House (Screened)	145,000
• Pool Area Toilets & Showers (4 each)	80,000
• 400 Picnic Tables	54,000
• 400 Elevated Electrical Service Pedestals	320,000
• 400 Charcoal Grills	80,000
• Lookout Tower	76,000
• Concrete Curbs	112,000
• Sports Facilities	59,500
• RV Park Marketing Funds	50,000
• Street Lighting	36,000
• Walkway Lighting	12,000
• Shuffle Board	8,000
• Tennis Court w/Fence	45,000
• Badminton Court	4,000
• <u>Laundry Building &amp; Equipment</u>	<u>21,000</u>
Total Cost of RV Park	\$3,300,000

**Public Parking Area Development Cost:**

• Streets and Trails	\$23,000
• Paving for Port-a-potties & Solid Waste	6,000
• Six Permanent Open Air Toilets	36,000
• Main Entrance Structure	15,000



• 5 Acre Saltwater Lake	60,000
• Pump for Saltwater Lake	5,000
• Landscaping	6,000
• Lighting	20,000
• Farm Tractor w/Road Grader & Blade	40,000
• Zero Turn Mower	12,000
• John Deere Mule	12,000
• Maintenance Building	50,000
• Grading, Grubbing, Sodding	151,000
• <u>Grass Sod</u>	<u>20,000</u>
Total Cost for Public Parking Area	\$456,000

**Festival Site Development Cost:**

• Electrical Service for Festival Vendors	45,000
• Irrigation	11,000
• Children's Playground	81,000
• Splash Park Facility	26,000
• <u>Band Stand</u>	<u>45,000</u>
Total Cost Festival Site Improvements	\$208,000

**Fishing pier, Board Walk & Improved and Restored Estuary Area:**

• 30 Acres Land Acquisition	\$ 30,000
• Mitigation & Restoration	1,100,000
• Fishing Pier	85,000
• <u>Board Walk</u>	<u>110,000</u>
Total Cost of Pier, Bd. Walk & Restor.	\$1,325,000

**Summary Cost of Site Improvements:**

• Total Cost of RV Park	\$3,300,000
• Total Cost for Public Parking Area	456,000
• Total Cost Festival Site Improvements	208,000
• <u>Total Cost of Pier, Bd. Walk &amp; Restoration</u>	<u>1,325,000</u>
Total Project Cost	\$5,289,000



#### Improvements to Public Streets:

- The cost of improving 2<sup>nd</sup> Avenue North, 5<sup>th</sup> Avenue North and 6<sup>th</sup> Street NW is not known. If the Commissioners agree to proceed with this project, I suggest that a small contingency of Taylor County citizens travel to Tallahassee to meet with DOT and request DOT provide the funds for this phase of the project. I (RDF) personally did this successfully in Georgia, once for a road leading to a new private school and the second time asking DOT to pave a new entrance to the Andersonville Prisoner of War Museum. Governor Scott is pushing hard to grow tourism in Florida so perhaps he might lend his support for these road improvements. I am available to attend meetings with both the DOT and the Governor.

- IV. Please provide a timeline for project completion. Explain the technical and environmental feasibility (including any permitting considerations) of the project.**

#### Timeline:

Design and engineering should be completed in less than six months. Permitting will be expedited by using UF College of Design during the planning stage. Once all permitting and financing has been approved the project can be constructed in eleven months.

- V. Please provide the qualifications of the Submitting Entity, the financial feasibility/sustainability and the economic feasibility and sustainability of the project (probability of success, etc.).**

The Steinhatchee River chamber of Commerce (SRCC) is a viable 501c6 entity representing just fewer than 100 businesses in the local area plus Perry and Cross City. With 5 major events per year: Fiddler Crab Festival, 4<sup>th</sup> of July Celebration, a Fishing Clinic, Iron Man Kayak and Christmas in the Park. With a new park, more events will be added. We have reached full capacity for both the Fiddler Crab Festival and the 4<sup>th</sup> of July Celebration due to our limited venue space. With the Festival Park, the Chamber could institute a monthly concert series; attract art festivals, corporate retreat organizations, birding events, and more.



Festival Park will be maintained by the RV Park operator as a part of his responsibilities under a long term lease. The Park will be the property of Taylor County.

By combining a for-profit RV Park Management Company with a non-profit Chamber of Commerce provides oversight and maintenance guaranteeing a reasonable chance of success.

Visitors attracted to the RV Park plus the new festival attendees will dramatically increase the economic viability of the community. The RV Park, if filled to its capacity, will increase the number of people in the community by 50% and more festivals will add to these numbers. Having this facility will benefit the local grocery stores, restaurants, gas stations, hardware store, post office, motels, mariners, fishing guides, resorts, construction workers, real estate agents, real estate sales, etc. It will have a positive economic benefit to every resident of the community. For the County it will mean an increase bed taxes, sales taxes, service taxes and property taxes.

The Chamber of Commerce and the Taylor County Tourism Development Council will assist the RV Park management company to promote the Park which will drive new visitors to the community.

The probability of success for the primitive camping site is high with appropriate marketing. The probability of success for festivals is high as the SRCC is already hosting one major festival annually bringing in 9,000+ visitors over the course of a weekend. With a venue to host other events, the SRCC could manage at least one event per month.

**VI. Please provide the anticipated results of the project, and whether it is included in the TAYLOR County Comprehensive and Mitigation Plan?**

No, it is not included in the Comprehensive & Mitigation Plan.

**VII. What is the anticipated cost of on-going maintenance?**

Maintenance will be provided by the RV Park Management Company. There will be no cost to the County or the Chamber of Commerce except when associated with special park events.

**Who will be responsible for on-going maintenance?**

The RV Park Management Company.



**Submitted By:**

**R. Dean Fowler**

**Steinhatchee River Chamber of Commerce**

**P.O. Box 789**

**Steinhatchee, Florida 32359**

**(352) 498-5678**

**fowlerdean@aol.com**

**August 1, 2013**

**STATE OF FLORIDA**

**COUNTY OF TAYLOR**

I, R. Dean Fowler, hereby swear or affirm under the penalties of perjury that the above responses to the Taylor County Restore Act Project Pre-Proposal Form are true and correct.

Sworn to and subscribed before me this 12<sup>th</sup> day of Aug., 2013.

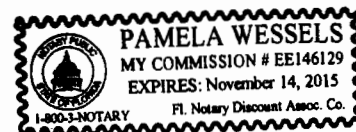
*R. Dean Fowler*

\_\_\_\_\_  
Notary Public

*Pamela Wesells*

My Commission Expires:

11/14/15



**RV Park  
&  
Primitive Camping**

Swimming Pool  
Recreation Facilities  
Sewer Lines  
Trash Cans  
Sand and Gravel RV Spaces  
Club House  
Bicycle Rentals  
Golf Cart Rentals

**Festival Parking Area**

Grass Parking Area  
Driving Range  
Permanent Restroom Facilities  
Portable Potties  
Fishing Lake ( 5 ac. )

**City Park Area**

Festival Site  
Belt House  
Band Shell  
Band Forest  
Biking & Walking Trails  
Outdoor Workout Station

**Nature Preserve**

Fishing Pier



Bay Shore RV Park  
Water Control - Sanitation







**These properties are located in the Gainesville, Florida area. Both were installed by Solar Impact (352-339-8221) owned by Barry and Elaine Jacobson.**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**TAYLOR COASTAL WATER AND SEWER DISTRICT OPENING ON  
BOARD OF COMMISSIONERS**



**MEETING DATE REQUESTED:**

**Statement of Issue:        CONSIDER APPOINTMENT OF STEVEN BROWN FOR  
VACANCY ON THE COMMISSION BOARD**

**Recommended Action:    APPROVAL**

**Fiscal Impact:    NA**

**Budgeted Expense:        NA**

**Submitted By: TAYLOR COASTAL WATER AND SEWER DISTRICT**

**Contact: M. DIANE CARLTON OR LYNETTE T SENTER**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:    MR. BROWN IS THE ONLY APPLICANT THAT APPLIED  
FOR THIS OPENING**

**Options:**

**Attachments:**

- 1. APPLICANTS WRITTEN REQUEST FOR  
APPOINTMENT AND A COPY OF HIS FLORIDA  
DRIVERS LICENSE**
- 2. COPY OF ADVERTISEMENT FOR THE POSITION**

RECEIVED  
8-1-13

**PERRY NEWS-HERALD/TACO TIMES**

Published Weekly in the City of Perry  
County of Taylor, State of Florida

**AFFIDAVIT OF PUBLICATION**

Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

**TAYLOR COASTAL WATER &  
SEWER/ NEED BOARD OF  
COMMISSIONERS**

was published in said newspaper in the issues of:

JULY 26, 2013  
JULY 31, 2013

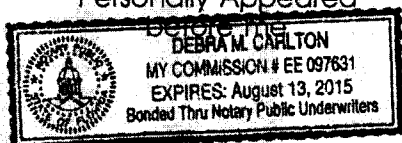
Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

  
Donald D. Lincoln, Publisher

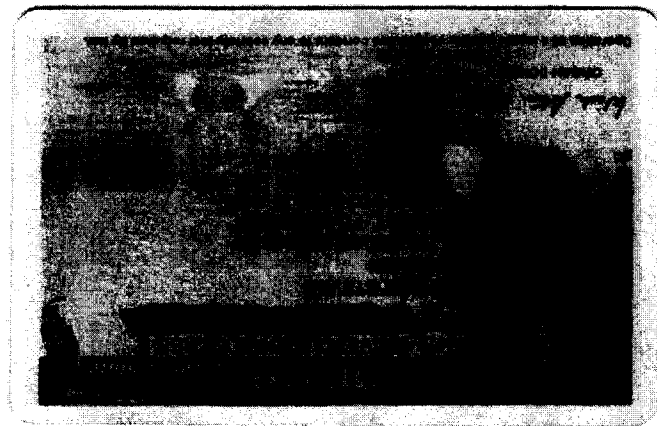
Sworn to and subscribed  
before me this  
30 day of JULY, 2013



Notary Public  
County of Taylor  
State of Florida  
Personally Known  
Personally Appeared



Taylor Coastal Water and Sewer  
District has one (1) opening on its  
governing Board of  
Commissioners. Potential  
commissioners must be a  
registered voter in Florida and  
own real property within the  
boundaries of the District. The  
opening is to serve the remainder  
of a four year term that began  
on May 3, 2010 and will end on  
May 3, 2014.  
Interested parties should submit  
in writing their desire to serve  
along with a copy of their Florida  
Driver License. The request must  
be delivered to the District Office  
located at 1800 South Road,  
Perry, FL 32069 by 4:00 p.m. on  
August 2, 2013. All applications  
will be forwarded to the Taylor  
County Board of Commissioners  
for appointment. Further  
information may be obtained by  
calling 904.298.2611.



RECEIVED  
July 29 13

July 1 @ 1:10pm MOC

133 Cedar Island Road  
Perry, Fl. 32348

July 29, 2013

It has come to my attention that there is an open position on the board of the Taylor Coastal Water and Sewer board. I would like to express my interest in this position via this letter and make such application as is appropriate to seek this appointment. Having lived on Cedar Island for the past 12 years and benefited greatly from the efforts of those serving in the past it would seem very appropriate to seek a role on the board as we move forward in an effort to continue to make the beach communities a great place to live. Your consideration in this matter would be greatly appreciated.

Respectfully,

*W. Steve Brown*

W. Steve Brown

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


**BOARD TO DISCUSS WASTE PRO INCREASE OF CPI FOR GARBAGE COLLECTIONS**

**MEETING DATE REQUESTED:**

**AUGUST 20, 2013**

**Statement of Issue:** The Environmental Services Department has prepared a request for review of Waste Pro CPI increase requested by Waste Pro Territory Manager Joel Thornton

**Recommended Action:** Discuss

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** GARY WAMBOLT, ES DIRECTOR

**Contact:** 838-3533

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** ITEM 2. Page 16; Base Rate Increase: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates may be increased by \_\_\_\_\_ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percent shall not exceed the CPI for the previous year.

**Options:** APPROVE/NOT APPROVE

**Attachments:** Waste Pro Commercial Refuse collection Services Agreement



July 24, 2013

Jack Brown  
County Administrator  
Taylor County Administrative Complex  
201 East Green St.  
Perry, Florida 32347

Re: CPI rate increase for garbage collection

Dear Mr. Brown;

We have not exercised our right to a CPI each year since 2009. We are still charging the same rates today as in 2009. Please see the enclosed spreadsheet. This lays out the various increases we should have taken since 2009. We want to increase the pricing to the 2013 rates at the bottom of the spreadsheet.

Page 14 of the Taylor County contract was the initial pricing still being used today.

Page 15, item 2 articulates that a CPI may be implemented "per year".

I trust this provides the proper notice to catch up on this. We want to implement this small increase on October 1, 2013.

Regards,



Joel Thornton  
Territory Manager



**Joel Thornton**

Sales  
C 850-210-2255  
F 850-531-0800  
jthornton@wasteprousa.com  
*"Municipal and County Contracts  
State of Georgia"*

264 Commerce Lane  
Midway, FL 32343  
WasteProUSA.com

	2010	2011	2012	2013
CPI all Items	1.05%	3.56%	1.66%	1.75%
CPI Limit	1.05%	1.05%	1.05%	1.05%

Taylor County					
2009 July					
	2009	2009	2009	2009	2009
	1X	2X	3X	4X	5X
2	\$69.25	\$120.85	\$172.75	\$229.15	\$285.50
4	\$84.35	\$147.00	\$224.70	\$299.50	\$372.25
6	\$117.17	\$202.16	\$280.49	\$368.25	\$460.15
8	\$145.14	\$252.25	\$341.40	\$453.00	\$549.50

Taylor County					
	2010	2010	2010	2010	2010
	1X	2X	3X	4X	5X
2	\$69.98	\$122.12	\$174.57	\$231.56	\$288.51
4	\$85.24	\$148.55	\$227.07	\$302.65	\$376.17
6	\$118.40	\$204.29	\$283.44	\$372.13	\$465.00
8	\$146.67	\$254.91	\$345.00	\$457.77	\$555.29

Taylor County					
	2011	2011	2011	2011	2011
	1X	2X	3X	4X	5X
2	\$70.72	\$123.41	\$176.41	\$234.00	\$291.55
4	\$86.14	\$150.11	\$229.46	\$305.84	\$380.13
6	\$119.65	\$206.44	\$286.43	\$376.05	\$469.90
8	\$148.21	\$257.60	\$348.63	\$462.59	\$561.14

Taylor County					
	2012	2012	2012	2012	2012
	1X	2X	3X	4X	5X
2	\$71.46	\$124.71	\$178.27	\$236.46	\$294.62
4	\$87.05	\$151.69	\$231.88	\$309.06	\$384.13
6	\$120.91	\$208.61	\$289.45	\$380.01	\$474.85
8	\$149.77	\$260.31	\$352.30	\$467.46	\$567.05

Taylor County					
	2013	2013	2013	2013	2013
	1X	2X	3X	4X	5X
2	\$72.21	\$126.02	\$180.15	\$238.95	\$297.72
4	\$87.97	\$153.29	\$234.32	\$312.32	\$388.18
6	\$122.18	\$210.81	\$292.50	\$384.01	\$479.85
8	\$151.35	\$263.05	\$356.01	\$472.38	\$573.02

← proposed pricing.

2013 vs 2009	1X	2X	3X	4X	5X
2	4.27%	4.28%	4.28%	4.28%	4.28%
4	4.29%	4.28%	4.28%	4.28%	4.28%
6	4.28%	4.28%	4.28%	4.28%	4.28%
8	4.28%	4.28%	4.28%	4.28%	4.28%

← increase from 2009 level



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

BOARD TO APPROVE ADVERTISING FOR COMMERCIAL REFUSE COLLECTION SERVICES

**MEETING DATE REQUESTED:**

November 2, 2009

**Statement of Issue:** The Environmental Services Department has prepared a Request for Proposals (RFP) for Commercial Refuse Collection Services. It shall be advertised upon receiving Board approval.

**Recommended Action:** The Board should approve soliciting RFP's for the proposed scope of work.

**Fiscal Impact:** None

**Budgeted Expense:** No

**Submitted By:** John Singer, Environmental Services Director

**Contact:** 850-838-3533

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** At its meeting of September 1, 2009, the Board elected not to invoke the automatic renewal clause contained in the contract with Waste Pro of Florida, Inc. and to put out a Request for Proposals for Commercial Refuse Collection Services. At its Workshop of September 22, 2009, the Board reviewed the draft Request for Proposal document(s).

**Options:** Approve or Deny

**Attachments:** Request for Proposals for Commercial Refuse Collection Services

MALCOLM PAGE  
District 1

MARK WIGGINS  
District 2

LONNIE HOUCK  
District 3

RUDOLPH PARKER  
District 4

PATRICIA PATTERSON  
District 5



## ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850) 838-3533

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting sealed proposals for *Commercial Refuse Collection Services*.

Qualified firms or individuals desiring to provide the required products or services must submit nine (9) packages in a sealed envelope or similar package marked "*Sealed Proposal for Commercial Refuse Collection Services*" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on November 2, 2009. All Proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 6:xx P.M. local time, or as soon thereafter as practical, on November 2, 2009, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposed price(s). **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Environmental Services Department  
3750 Highway 98 West  
Perry, FL 32347  
(850) 838-3533

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida



## ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850)838-3533

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3508 Phone  
(850) 838-3549 Fax

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### PROPOSAL CHECK-LIST

#### Check Items Included With Proposal

- \_\_\_\_\_ 1. Written Proposal
- \_\_\_\_\_ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED WITH PROPOSAL**)
- \_\_\_\_\_ 3. Declaration Page from Workers' Compensation Insurance, or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH PROPOSAL**)
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED WITH PROPOSAL**)

This Proposal Check-List **must be included with the submitted Proposal.**



## ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850) 838-3525

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3508 Phone  
(850) 838-3549 Fax

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### GENERAL CONSIDERATIONS

1. Proposals must be submitted by mail or in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida, 32348 to arrive no later than 4:00 P.M., local time.
2. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time, will not be considered and will be returned to the responder unopened.
3. Proposals must be in a sealed envelope plainly marked "*Commercial Refuse Collection Services*" on the outside.
4. Once opened no Proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. Proposals must include a completed Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
6. Proposals shall be opened and read aloud on November 2, 2009 at 6:xx P.M., in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
7. The Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all Proposals in the best interest of Taylor County.
8. It is the responsibility of the responders to fully understand and follow all conditions and specifications contained on this request.

9. The Taylor County Board of County Commissioners will enter into an Exclusive Franchise Agreement with the successful responder. Such agreement shall be reviewed and approved by the Taylor County Attorney prior to acceptance by the Board.
10. Proposal considerations/specifications **MUST** be obtained from the Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.
11. All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing liability insurance coverage on the contractor, listing Taylor County as an additional insured. Also include the Declaration Page from the insurance policy showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
13. Responders who elect to send sealed Proposals overnight express, must send them to the physical address of: Clerk of Court, 1<sup>st</sup> floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347.

For additional information, contact:

**Taylor County Environmental Services Department  
3750 Highway 98 West  
Perry, Florida 32347  
(850) 838-3533**

**SPECIFICATIONS  
FOR COMMERCIAL REFUSE COLLECTION SERVICES  
TAYLOR COUNTY, FLORIDA**

Table of Contents

<u>SECTION</u>	<u>TITLE</u>
1	GENERAL SYSTEM INFORMATION
2	DEFINITIONS
3	INFORMATION FOR PROPOSERS
4	PROPOSAL FORM
5	CONTRACT FORMS

## SECTION 1

### GENERAL SYSTEM INFORMATION

#### 1.1 GENERAL SERVICES/COMMERCIAL REFUSE COLLECTION DIVISION

##### 1.2.1 Customer Profile:

- a. Approximately ~~300~~ 200 Commercial Entities

##### 1.2.2 Types of Service:

- a. Container Service: All business are required to utilize a container for refuse collection services. The minimum size required for containers is 2 cubic yards except when single-can service is used. 96 gallon "Totes" will be used.

Actual frequency of pick-ups is established by the individual customer upon request and varies from one to three pick-ups per week.

1.2.5 Refuse Disposal: Taylor County disposes of collected solid waste at the Aucilla Area Solid Waste Administration Sanitary Landfill located in Greenville, Florida on Highway 221.

- a. ~~Option A.~~ The landfill is operated and maintained by the Aucilla Area Solid Waste Administration. The landfill site is located approximately thirty miles north of Perry. The landfill has been in operation since 1992. Coordination and use of the Aucilla Area Solid Waste Administration operated landfill must be negotiated by the Contractor. The present tipping fees charged by the Aucilla Landfill includes a \$7.00 per ton surcharge which is collected by the landfill and remitted to Taylor County. NOTE: All MSW is required to be transported to the referenced landfill with the exception of Construction & Demolition Debris, Yard Waste and Recyclable materials.
- b. ~~Option B. If another option is available to dispose of the solid waste, please provide this information on Proposal Form Option B.~~

Additional information about the County and its sanitation service may be obtained from:

Mr. John J. Singer, Environmental Services Director  
3750 Highway 98 West  
Perry, FL 32347  
850-838-3533

## SECTION 2

### DEFINITIONS

#### 2.1 REFUSE

Includes garbage and trash as hereafter defined, and all trash, rubbish, paper, glass, metal, yard waste and other discarded or abandoned matter.

#### 2.3 GARBAGE

*Garbage* shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials.

#### 2.4 CONTAINER SERVICE

The service provided to churches, schools, restaurants, apartment complexes, hotels, motels, condominiums, office buildings and other business places, which use dumpsters.

#### 2.5 CAN SERVICE

Can service (96 gal. Totes) may be offered to small businesses and those which do not have adequate facilities for placement of dumpster.

#### 2.6 SPECIAL SERVICE

Any collection or disposal service provided, which exceeds the uniform level of service provided under container or can service, and for which a special service charge is applied.

#### 2.7 INDUSTRIAL WASTES

Any and all debris from land clearing or manufacturing; any commercial shrubbery or tree cuttings which result from the operations of a commercial lawn maintenance or grounds keeping company; building construction or alteration debris (except minor do-it-yourself projects); or debris from public works construction projects whether performed by a government unit or by a private contractor.

#### 2.8 HAZARDOUS MATERIALS

*Hazardous waste* shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in



the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

## 2.9 MECHANICAL CONTAINER

A container of sizes two (2) through ten (10) cubic yards or larger, which is emptied either into a front-end loader truck or into a rear-end loader truck. The words "mechanical container" are synonymous with dumpster. Mechanical container shall also include the 10 to 40 cubic yard roll-off type of containers, and mechanical compacting containers.

## 2.10 COMMERCIAL CONTAINER

Commercial container shall mean any stand-alone or detachable receptacle or roll-off box for the disposal of garbage or refuse designed or intended for mechanical pickup.

## 2.11 COMMERCIAL ESTABLISHMENT

Any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit-making in nature, except where such place, building and/or enterprise constitutes an single-family residence or multiple dwelling. Those multiple dwellings now being serviced by commercial containers or which could be serviced in the future shall be considered as "commercial establishments".

## 2.12 COMMERCIAL SOLID WASTE

Garbage, rubbish, trash, etc. resulting from the normal activities of commercial establishments.

## 2.13 CONTRACTOR

The individual, partnership, corporation or company which is submitting a proposal to provide refuse collection services, or has representative submit proposal. Proposer may be synonymous with Contractor in the event of contract award.

## 2.14 SURETY

The party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract when it is awarded.

## 2.15 PERFORMANCE BOND

The form of security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract, and will pay all lawful claims.

## 2.16 GROSS REVENUE

Total Receipts collected from the performance of this contract.

### SECTION 3

#### INFORMATION FOR PROPOSERS

##### 3.1 RECEIPT

PROPOSALS will be received by the Taylor County Clerk of Court (herein called the "OWNER" or "COUNTY"), at the County Courthouse until 4:00pm local time, \_November 2nd\_ 2009.

##### 3.2 SUBMITTAL

Qualified firms or individuals desiring to provide the required services must submit their proposal/bid package in an envelope or similar package marked "Sealed Proposals/Bids for Commercial Collection Services" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street or P.O. Box 620, Perry, Florida 32348.

##### 3.3 FORM

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSED prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Five (5) copies of the PROPOSAL form are required.

##### 3.4 IRREGULARITIES

PROPOSALS may be considered irregular and subject to rejection if they show serious omissions, unauthorized alterations of the form, unauthorized alternate PROPOSALS, incomplete PROPOSALS or irregularities of any kind.

##### 3.5 INFORMALITIES

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of the PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

##### 3.6 PROJECT NATURE

PROPOSERS must satisfy themselves as to the scope and character of work being requested, in addition to extras included in the proposal request, by examination of the site and review of the specifications. After a PROPOSAL has been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities and conditions of WORK or of the nature of the WORK to be done.

### 3.7 PERTINENT INFORMATION

The OWNER shall provide to PROPOSERS, prior to PROPOSAL submittal, all information which is pertinent to, and delineates and describes, the requirements of the subject project.

### 3.8 INTERPRETATIONS

No oral interpretations will be made to any PROPOSER as to the meaning of these Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the COUNTY ten or more days before the date fixed for opening of PROPOSALS. Every interpretation made to a PROPOSER will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

### 3.9 ADDITIONAL INFORMATION

The CONTRACT DOCUMENTS contain the provisions required for the operations of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

### 3.10 PERFORMANCE BOND

A PERFORMANCE BOND in the amount specified below, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

REQUIREMENT: One Hundred Thousand Dollars (\$100,000.00)

### 3.11 POWER OF ATTORNEY

Attorneys-in-fact who sign PROPOSAL BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

### 3.12 PERFORMANCE BOND SUBMITTAL

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute the Agreement, the OWNER may consider the PROPOSER in default, in which case the PROPOSAL FORM accompanying the PROPOSAL shall become the property of the OWNER.

### 3.13 AGREEMENT

The OWNER, within fifteen (15) days of receipt of an acceptable PERFORMANCE BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement

and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the PROPOSER may by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

#### 3.14 OWNER INVESTIGATION

The OWNER may make such investigations as deemed necessary to determine the competency and financial responsibility of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to provide the service requested herein.

#### 3.15 QUALIFIED PROPOSAL

A conditional or qualified PROPOSAL will not be accepted.

#### 3.16 LAWS AND ORDINANCES

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over services of the PROJECT shall apply to the Contract throughout.

#### 3.18 PROPOSAL PREPARATION

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

#### 3.19 PROPOSER INSPECTION TRIPS

Inspection trips for prospective PROPOSERS will be arranged by appointment with the Environmental Services Director, 3750 Highway 98 West, Perry, Florida, 32347; (850) 838-3533.

## SECTION 4

### PROPOSAL FORM

#### 4.1 INTRODUCTION

4.1.1 General: The Taylor County Board of County Commissioners is seeking proposals from qualified private refuse collection companies (herein referred to as the CONTRACTOR or PROPOSER), with a minimum of five (5) years of experience in providing refuse collection services, for consideration to provide refuse collection services for business establishments.

4.1.2 Term of Contract: The length of the contract will be five (5) years with an option to renew for an additional five (5) years upon the same terms of the original contract.

4.1.3 Base Rates:

- a. All mechanical containers owned by the County at the beginning of the contract or any purchased or rented during the full term of the contract shall be serviced and rented free of charge to the County. The County currently owns and/or rents the following mechanical containers:

<u>Site</u>	<u>Size (cubic yards)</u>
A. County Jail	30
B. Road Dept.	30
C. Fire Dept. (Airport)	20
D. Co. Extension (Forest Capital Park)	30
E. The County currently provides three (3) containers (30 cy) per year per event for the Relay for Life (April) and the Florida Forest Festival (October).	

- b. The County is entitled to 5 percent of gross revenues as consideration for this contract. Consideration of the contract fee is to be included in the Base Rate proposed and any applicable increases.

4.1.4 Rate Increase: The Proposer is required to furnish the County information and timing of any anticipated base rate increases during the initial term of the contract. If none are anticipated report zero (0).

4.1.5 Collection of Service Requirements: The Proposer is required to provide a brief statement as to any service requirements that may be required of customers.

#### 4.2 PROPOSAL FORM

4.2.2 The County wishes to have proposals submitted which conform to these specifications. Proposers are advised most strongly that they must provide all the information requested in accordance to the format contained in these specifications.

Failure to provide the information and to follow the format will be considered grounds for rejection of the proposal. Proposers are especially advised to fill in all blanks in the following Proposal Form, or to provide reasons why they cannot fill in the blanks.

- 4.2.3** The County reserves the right, in its sole and absolute discretion, to reject all RFP's, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. . The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price. **No faxed bids will be accepted.**

**COMMERCIAL REFUSE COLLECTION SERVICES  
TAYLOR COUNTY, FLORIDA**

**PROPOSAL FORM OPTION A**  
(Submit in Duplicate)

**DISPOSAL OF SOLID WASTE AT AUCILLA  
AREA SOLID WASTE LANDFILL**

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Taylor County Board of County Commissioners  
P.O. Box 620  
Perry, Florida 32348

Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:

\_\_\_\_\_

Item 1. Base Rates (1)

Weekly Frequency of Pickups(2)

Dumpster Size	1	2	3	4	5
2 cubic yd.	_____	_____	_____	_____	_____
4 cubic yd.	_____	_____	_____	_____	_____
6 cubic yd.	_____	_____	_____	_____	_____
8 cubic yd.	_____	_____	_____	_____	_____

MINIMUM SERVICE:

96 gallon Totes - \_\_\_\_\_

NOTE: (1) The base rate is to include the container rental fee, if any.

NOTE: (2) Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.

**COMMERCIAL REFUSE COLLECTION SERVICES  
TAYLOR COUNTY, FLORIDA**

**PROPOSAL FORM OPTION B**

~~(Submit in Duplicate)~~

~~DISPOSAL OF SOLID WASTE AT AN ALTERNATE LOCATION.  
PLEASE INDICATE LOCATION OF ALTERNATE DISPOSAL SITE IF AVAILABLE.~~

PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_

TO: ~~Taylor County Board of County Commissioners~~  
~~P.O. Box 620~~  
~~Perry, Florida 32348~~

~~Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:~~

**Item 1. Base Rates**

Weekly Frequency of Pickups\*

**Dumpster**

Size	1	2	3	4	5
2 cubic yd.					
4 cubic yd.					
6 cubic yd.					
8 cubic yd.					

**MINIMUM SERVICE:**

**96 gallon Totes**

**\*NOTE:** ~~Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.~~



- Item 2. Base Rate Increase: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates will may be increased by \_\_\_\_\_ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percentage shall not exceed the CPI for the previous year.
- Item 3. All billing and collection services shall be the responsibility of the Contractor. Billing for service shall be on at least a monthly basis. The Contractor shall remit the franchise fee to the County on a quarterly basis in arrears for revenue received for services provided within thirty (30) days after the end of the quarter.
- Item 4. Option to Renew: The initial term of the agreement will automatically be extended for one successive additional 5-year terms, unless either party notifies the other party in writing, not less than 120 days prior to termination of the current 5-year term, of its intentions to terminate the agreement. Any such written notice must be sent by registered or certified mail, return receipt requested.
- Item 5. Terms of Specifications: When the County selects a Contractor, the County is agreeable to modifying the terms of these specifications in the final contract, if such modifications will result in cheaper, more efficient service to the citizens of the Taylor County, or if the modifications will make clearer the terms of the final contract. This clause will not apply to the rates submitted by the Contractor, nor to any of the sections herein related to the performance bond, references, insurance, hold harmless clause, length of time the Contractor has been in the sanitation business, etc. The County will be the final authority to which changes are allowed.

The Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities or technicalities in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

The Proposer understands that the above rate amounts shall include all labor, materials, bailing, removal, storage, overhead, profit, insurance, tipping fees, franchise fees, etc., to cover the service of the several kinds called for.

If written notice of acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after date of opening of proposals, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the proposal as accepted, all within ten (15) days after the prescribed forms are presented to him for signature.

## AGREEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of December, 2009, by and between TAYLOR COUNTY, FLORIDA hereinafter called "OWNER" and WASTE PRO of FLORIDA, INC. doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide **Commercial Refuse Collection Service** throughout the unincorporated area of Taylor County, Florida.
2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.
3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 45 calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

5-10-16  
12/15/2014 (m)

### ARTICLE I. DEFINITIONS

1. COUNTY – Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
2. CONTRACTOR – WASTE PRO OF FLORIDA, INC.

### ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### ARTICLE III. COLLECTION SERVICE REQUIREMENTS

1. Container Service:
  - a. Frequency: County Ordinance No. 2004-02 provides that business establishments maintain a mechanical container or containers of sufficient capacity to hold three (3) days accumulation of garbage. Proposers are advised to review very carefully each business' mechanical container (s) needs. The County encourages the Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

1. At the beginning of the agreement between the County and the Contractor, the Contractor will use the existing collection schedules. However, within thirty (30) days after the signing of the agreement, the Contractor may change the routes and schedules in order to provide the best, most efficient and most cost-effective service to the customers.
- b. Location: Container customers will accumulate refuse at locations that are mutually agreed upon by the customers and the contractor, and which are convenient for collection by the Contractor.
- c. Container Refuse – Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any reuse spilled by the Contractor must be picked up immediately by the Contractor.
- d. Special Conditions Governing Containers: Mechanical containers or dumpsters, as defined, are governed by the conditions set forth and in this Proposal. These conditions are:
  1. It is the responsibility of the Contractor and the customer or property owner to agree upon the size of the container and the frequency with which it is emptied in compliance with County Ordinance No.2004-02. Currently, the County requires a container of sufficient size to hold an accumulation of refuse over a 3 day period and/or a minimum two (2) yard container.

## 2. Schedules and Routes:

- a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.
- b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
  1. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire

extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.

2. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.

- c. **Parking Trucks:** Trucks shall not be parked in residential areas except for loading purposes.

3. Quality of Service:

- a. **Character of Personnel Equipment:**

1. **General:** The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.
2. **Uniforms:** Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name).
3. **Operator's License:** Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.
4. **Dismissal:** The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.
5. **Safety:** The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.

- b. **Cooperation of Contractor Required:** The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.

- c. **Collection Procedures:** All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.

1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.
  2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.
  3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.
- d. Complaints: All complaints shall be serviced within forty-eight (48) hours. The Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.
- e. Performance Standard:
1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
    - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;

- b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.
- 2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.
- 3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractor s for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.
- 4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.

4. Equipment:

- a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
- b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.

- c. Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- d. Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

5. Disposal of Refuse:

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

6. Billing Services:

Discontinued Service or Delinquent Accounts: The Contractor shall supply the County a written set of Policies & Procedures for the discontinuance of service and the handling of delinquent accounts.

#### ARTICLE IV. INDEMNIFICATION

- 1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

1. Contractor as an Independent Contractor: It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
2. Assignment: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
3. Supervision of Contract Performance: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
4. Inspection of Work:
  - a. The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.
  - b. The Contractor will designate, in writing, the person or persons who will serve as liaison between his organization and the County.
5. County Not Liable for Delays: It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
6. Right to Require Performance: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
7. Breach of Contract: It will be the responsibility of the Environmental Services Director and his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County



Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

8. Damages for Breach:

- a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.
- b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pick-up unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
- c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
- d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.

9. Default: The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.

10. Cancellation of Contract: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur; or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.

11. Bankruptcy or Insolvency: If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

## ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

1. Adoption of New Ordinances: The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
2. Legal Compliance: The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his agents or employees.
3. Choice of Law: This agreement is made in the State of Florida and shall be governed by Florida law.
4. Venue: Taylor County, Florida, shall be proper venue for litigation involving this Contract.

## ARTICLE VII. REPORTS OF OPERATIONS

1. Record Keeping: The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).

2. Record Reporting: The Contractor will agree to submit to the County a written report showing:
  - a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. **(Quarterly)**
  - b. Number and Name of customers, size of containers and number of frequency of pick-up. **(Monthly)**
  - c. Included with the remittance of the franchise fees, a Gross Sales Report. **(Monthly)**

## ARTICLE VIII. INSURANCE

1. General: The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.
2. Worker's Compensation: The Contractor will provide and maintain during the life of the contract, and at his own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

Worker's Compensation:	Statutory
Employer's Liability:	\$500,000 each accident
3. Comprehensive General Liability: The Contractor will agree to provide and maintain during the life of the contract, and at his own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

Bodily Injury Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
4. Comprehensive Automobile Liability: The Contractor will provide and maintain during the life of the contract, and at his own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold harmless agreement which is party of the contract with the County. The limits of liability will be:

Bodily Injury Liability:	\$300,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
5. Hold Harmless Agreement: The Contractor and his surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions

brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor or his agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.

6. Certificate of Insurance: The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

"Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator".

#### **ARTICLE IX. PERMITS AND LICENSES**

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

#### **ARTICLE X. MISCELLANEOUS**

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.
- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15th day of December, 2009.

COUNTY: Taylor County

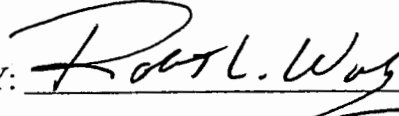
CONTRACTOR: Waste Pro of Florida, Inc.

BY:



Mark Wiggins, Chairperson

BY:

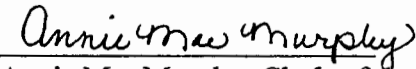


Robert Wolk, Division Manager

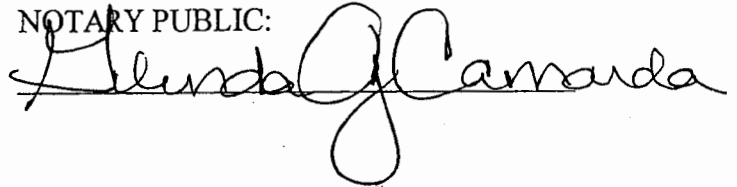
ATTEST:

NOTARY PUBLIC:

BY:

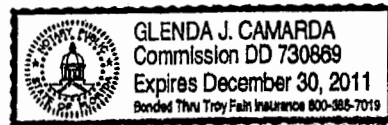


Annie Mae Murphy, Clerk of the Court



AFFIX COUNTY SEAL

My Commission Expires on: \_\_\_\_\_



## CONTINUATION CERTIFICATE

Premium Amount: \$1,010.00

The The Hanover Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 1806601 in the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, on

behalf of Waste Pro of Florida, Inc

in favor of Taylor County Board of Commissioners

subject to all the conditions and terms thereof through January 31, 2011 at location of risk.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond..

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30 day of November, 2009.

The Hanover Insurance Company  
Surety

By: Arthur L. Colley  
Arthur L. Colley Attorney-in-Fact

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Arthur L. Colley, Nicole M. Colley and/or Bonnie T. Atnip

of Charlotte, NC and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 6<sup>th</sup> day of April 2009.



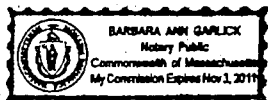
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 6th day of April 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of November, 2009.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephen L. Brault*  
Stephen L. Brault, Assistant Vice President

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE CONSTRUCTION & MAINTENANCE AGREEMENT FROM FDOT FOR IMPROVEMENTS TO JOHNSON STRIPLING ROAD (CR 361)

### MEETING DATE REQUESTED:

August 20, 2013

### Statement of Issue:

The Florida Department of Transportation (FDOT) is proposing to make Safety and Signing Improvements to Johnson Stripling Road.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

**Fiscal Impact:** FISCAL YR 2012/13 - N/A

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

On August 6, 2013, the Board of County Commissioners received a Construction & Maintenance Agreement from the Florida Department of Transportation to fund, design, manage, maintain and repair Johnson Stripling Road at no expense to Taylor County. Under the terms of this agreement, FDOT will mill, resurface and widen the roadway to 12 ft lanes, correct cross slope at each of the horizontal curves, installing signs and pavement markings, upgrade existing guardrail, install minor drainage improvements and install 2 ft paved shoulders. Once the project is complete, Taylor County will once again be responsible to operate and maintain the upgraded roadway.

Therefore, Staff recommends that the Commission approve the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

#### Options:

- 1) Accept and approve the Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

#### Attachments:

Construction & Maintenance Agreement  
Authorizing Signature Resolution





## *Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.**  
SECRETARY

August 6, 2013

The Honorable Pam Feagle, Chair  
Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32348

**Subject: CONSTRUCTION & MAINTENANCE AGREEMENT**  
**Taylor County Safety Signing / Pavement Markings**  
**Financial Project ID: 429750-2-52-01**

Dear Chair Feagle:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by the Taylor County Board of County Commissioners.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler  
District Programs Administrator

KS:ke  
Enclosures

CC: Mr. Jack Brown, County Administrator  
Mr. Blake Hunter, P.E., Perry Maintenance Engineer  
Mr. Josh Reichert, E.I., District 2 Safety Program  
Ms. Sandra Croft, Production Management

## **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Taylor County Board of County Commissioners ("Agency").

### **-RECITALS-**

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as the Taylor County Safety Signing – Pavement Marking on two lane rural roads, as shown in attached **Exhibit "A"**; and

2. The term "Improvement" means and shall refer to as milling, resurfacing and widening for 12' travel lanes, cross slope correction at the horizontal curves, signing and marking upgrades and proposed 2' paved shoulders to both sides of Johnson Stripling Road, as more particularly shown in attached **Exhibit "A"**; and

3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

4. The Department shall construct the Improvement on the Property; and

5. A date for the commencement of construction of the Improvement has not been established; and

6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and

7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

8. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

### **4. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B) 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.

### **5. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **6. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **7. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **8. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

#### **9. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **10. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **11. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **12. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

#### **14. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Mr. Blake Hunter, P.E.  
Florida Department of Transportation – Perry Maintenance  
657 Plantation Road  
Perry, Florida 32348

Agency: Mr. Jack Brown, County Administrator

Taylor County Administrator's Office  
201 E. Green Street  
Perry, Florida 32347

#### **15. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **16. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **17. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **18. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **19. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **20. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **21. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### **22. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

#### **23. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

#### **24. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

#### **25. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **26. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **27. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

#### **28. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

#### **29. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **30. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

#### **31. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, 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 1 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 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

**Florida Department of Transportation**

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

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

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

Office of the General Counsel  
Florida Department of Transportation

**Taylor County BOCC**

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

Printed Name: \_\_\_\_\_

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

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

**Legal Review:**

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

Legal Counsel for Agency

**Attest:**

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

Printed Name: \_\_\_\_\_

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

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

**Attest:**

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

Printed Name: \_\_\_\_\_

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

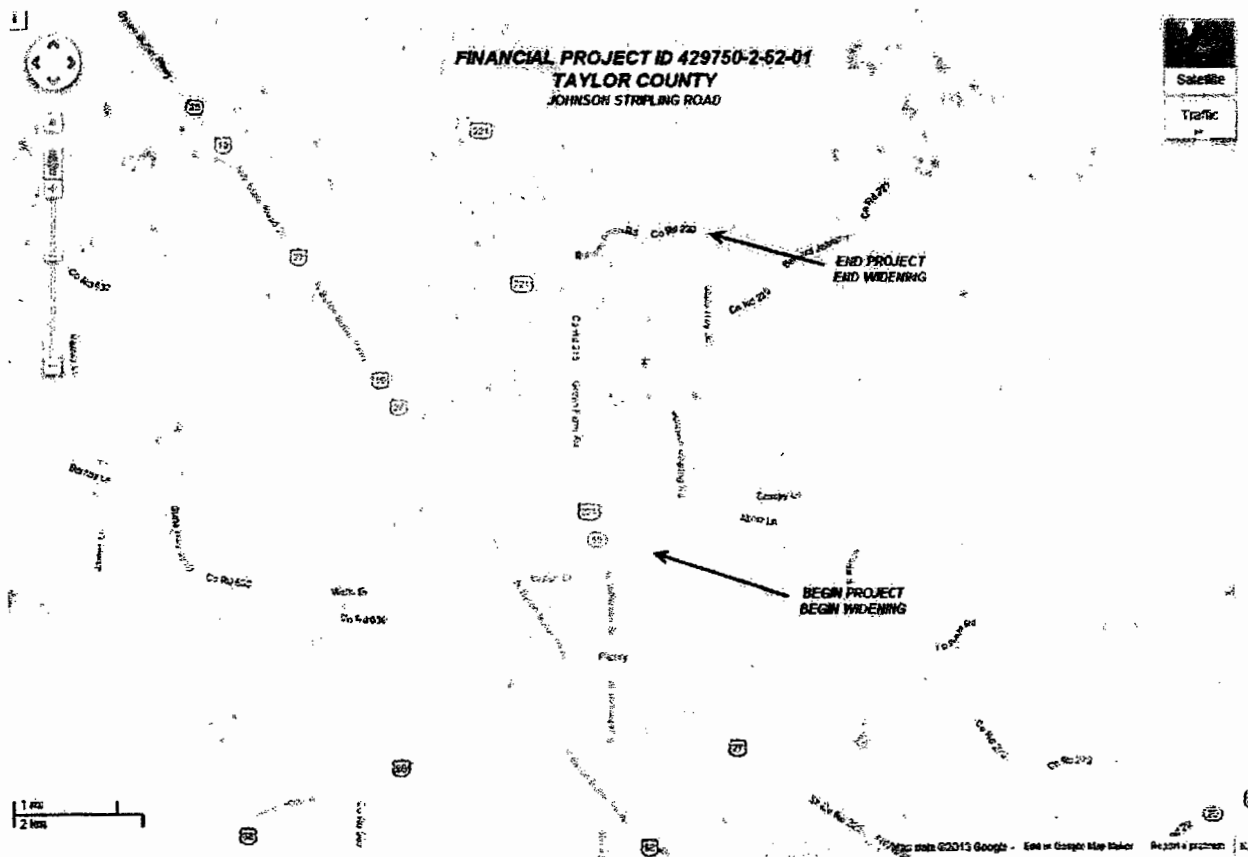
Date: \_\_\_\_\_

**EXHIBIT "A"**

**(PROPERTY DESCRIPTION)**

**Taylor County Safety Signing / Pavement Markings**

Milling, resurfacing and widening for 12' travel lanes, cross-slope correction at the horizontal curves, signing and marking upgrades and proposed 2' paved shoulders to both sides of Johnson Stripling Road for approximately four miles. Additional improvements will include upgrading existing guardrail where needed to meet design criteria and providing minor drainage improvements at existing side drains and cross drains within the project limits.





**EXHIBIT "B"**

**(RESOLUTION)**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement to improve Johnson Stripling Road (CR 361), and

**WHEREAS,** the Construction & Maintenance Agreement will allow FDOT to mill, resurface and widen Johnson Stripling Road (CR 361) to 12 ft lanes, correct cross slope at each of the horizontal curves, install signs and pavement markings, upgrade existing guardrail , install minor drainage improvements and install 2 ft paved shoulders, and

**WHEREAS,** the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Johnson Stripling Road (CR 361) Construction & Maintenance Agreement.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

11

**SUBJECT/TITLE:**

COMMISSIONERS TO RECEIVE AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FROM FDOT FOR THE RESURFACING OF EAST RED PADGETT ROAD (CR 356A) IN THE AMOUNT OF \$997,182.

**MEETING DATE REQUESTED:**

August 20, 2013

**Statement of Issue:**

Through the Florida Department of Transportation's (FDOT) Small County Road Assistance Program (SCRAP), the Board was awarded \$518,043 for the resurfacing of East Red Padgett Road (CR 356A). Supplemental Agreement No. 1 will increase this original funding by \$997,182.

**Recommended Action:** Staff recommends that the Commission approve Supplemental Agreement No. 1 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Further, Staff also recommends that the Board recognize the continued efforts of the Florida Department of Transportation District 2 Staff, specifically Jordon Green, Katrina Sadler and Kim Evans, and their exemplary achievement to routinely provide the much needed infrastructure funding for Taylor County.

**Fiscal Impact:** FISCAL YR 2012/13 - \$1,515,225

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

On July 7, 2008, the Board of County Commissioners approved the Small County Road Assistance Program agreement with the Florida Department of Transportation to provide \$518,043 for the resurfacing of East Red Padgett Road (CR 356A). On August 6, 2013, the Board received Supplemental Agreement No. 1 offering to increase available funding by \$997,182. This funding will make it much more possible to complete the currently advertised roadway resurfacing project in its entirety.

Therefore, Staff recommends that the Commission approve Supplemental Agreement No. 3 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Further, Staff also recommends that the Board recognize the continued efforts of the Florida Department of Transportation District 2 Staff, specifically Jordon Green, Katrina Sadler and Kim Evans, and their exemplary achievement to routinely provide the much needed infrastructure funding for Taylor County.

**Options:**

- 1) Accept and approve Supplemental Agreement No. 1 and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

**Attachments:**

Supplemental Agreement No. 1  
Authorizing Signature Resolution



## ***Florida Department of Transportation***

**RICK SCOTT**  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.**  
SECRETARY

August 6, 2013

The Honorable Pam Feagle, Chair  
Taylor County Board of County Commissioners  
201 E. Green Street  
Post Office box 620  
Perry, Florida 32348

**Subject: Small County Road Assistance Program – Supplemental Agreement # 1  
Resurfacing of CR 356A (Red Padgett Road)  
from SR 55 to CR 356  
Financial Project ID: 424166-1-58-01**


Dear Chair Feagle:

Enclosed for signature are three (3) copies of the Small County Road Assistance Program Agreement – Supplemental Agreement # 1 for the resurfacing of CR 356A (Red Padgett Road) from SR 55 to CR 356 in Taylor County, Florida. Construction funds in the amount of **\$997,182.00** have been added to match the bid amount.

In addition to the attached Agreement being signed, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing appropriate signature as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

  
Katrina Sadler  
Planning Programs Administrator

KS:ke  
Enclosures

cc: Mr. Jack Brown, County Administrator  
Mr. Kenneth Dudley, P.E., County Engineer

The Honorable Pam Feagle, Chair Taylor County Board of County Commissioners Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SMALL COUNTY ROAD ASSISTANCE PROGRAM          (SCRAP)</b> SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: <b>424166-1-58-01</b>  Contract Number: AP862
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### PROJECT DESCRIPTION

Per Florida Statutes 339.2816, the Florida Department of Transportation (Department) desires to supplement the Small County Road Assistance Program Agreement (SCRAP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: CR 356A (Red Padgett) Length N/A

Termini: from SR 55 to CR 356

Description of Work: resurfacing

Reason for Supplement: add construction funds in the amount of \$997,182.00 to match the bid amount.

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
<b>Design</b> <u>2007-2008</u> <u>2008-2009</u> <u>2009-2010</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>2008-2009 (Original Agreement)</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> Total Contract Costs	\$ 518,043.00 _____ _____ _____ \$ 997,182.00 _____ \$ 1,515,225.00	_____ _____ _____ _____ _____ _____	\$ 518,043.00 _____ _____ _____ \$ 997,182.00 _____ \$ 1,515,225.00
<b>Construction Engineering and Inspection</b> <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> Total Construction Engineering	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Total Cost of Project</b>	\$ 1,515,225.00	_____	\$ 1,515,225.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

The Honorable Pam Feagle, Chair Taylor County Board of County Commissioners Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 424166-1-58-01  Contract Number: AP862
---	---	--

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: District Two Secretary

Attest: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

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

As to form:

As to form:

\_\_\_\_\_  
 Attorney

\_\_\_\_\_  
 District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Road Assistance Program Supplemental Agreement No. 1 to resurface East Red Padgett Road (CR 356A) from South Red Padgett Road (CR 356) to US HWY 19, and

**WHEREAS,** Supplemental Agreement No. 1 will provide an additional \$997,182 of funding through the Florida Department of Transportation's Small County Road Assistance Program, and

**WHEREAS,** Supplemental Agreement No. 1 will have no effect on the terms of the original agreement other than to increase such funding, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into Supplemental Agreement No. 1.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk



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# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FROM FDOT FOR THE RESURFACING OF OSTEEN ROAD (CR 359B) IN THE AMOUNT OF \$507,159.

### MEETING DATE REQUESTED:

August 20, 2013

### Statement of Issue:

Through the Florida Department of Transportation's (FDOT) Small County Road Assistance Program (SCRAP), the Board was awarded \$245,258 for the resurfacing of Osteen Road (CR 359B). Supplemental Agreement No. 1 will increase this original funding by \$507,159.

**Recommended Action:** Staff recommends that the Commission approve Supplemental Agreement No. 1 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Further, Staff also recommends that the Board recognize the continued efforts of the Florida Department of Transportation District 2 Staff, specifically Jordon Green, Katrina Sadler and Kim Evans, and their exemplary achievement to routinely provide the much needed infrastructure funding for Taylor County.

**Fiscal Impact:** FISCAL YR 2012/13 - \$752,417

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

On February 19, 2013, the Board of County Commissioners approved the Small County Road Assistance Program agreement with the Florida Department of Transportation to provide \$245,258 for the resurfacing of Osteen Road (CR 359B). On July 23, 2013, the Board received Supplemental Agreement No. 1 offering to increase available funding by \$507,159. This funding will make it much more possible to complete the proposed roadway resurfacing project in its entirety.

Therefore, Staff recommends that the Commission approve Supplemental Agreement No. 1 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Further, Staff also recommends that the Board recognize the continued efforts of the Florida Department of Transportation District 2 Staff, specifically Jordon Green, Katrina Sadler and Kim Evans, and their exemplary achievement to routinely provide the much needed infrastructure funding for Taylor County.

**Options:**

- 1) Accept and approve Supplemental Agreement No. 1 and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

**Attachments:**

Supplemental Agreement No. 1  
Authorizing Signature Resolution



## **Florida Department of Transportation**

**RICK SCOTT**  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.**  
SECRETARY

July 23, 2013

The Honorable Pam Feagle, Chair  
Taylor County Board of County Commissioners  
201 E. Green Street  
Post Office Box 620  
Perry, Florida 32348

**Subject: Small County Road Assistance Program – Supplemental Agreement # 1  
Resurfacing and Reconstruction of Osteen Road  
from SR 30 / US 98 to CR 361A  
Financial Project ID: 430725-1-58-01**

Dear Chair Feagle:

Enclosed for signature are three (3) copies of the Small County Road Assistance Program Agreement – Supplemental Agreement # 1 for the resurfacing & reconstruction of Osteen Road from SR 30 / US 98 to CR 361A in Taylor County, Florida. Construction funds in the amount of **\$507,159.00** have been added in Fiscal Year 2014.

In addition to the attached Agreement being signed, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing appropriate signature as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler  
Planning Programs Administrator

KS:ke  
Enclosures

cc: Mr. Jack Brown, County Administrator  
Mr. Kenneth Dudley, P.E., County Engineer

The Honorable Pam Feagle, Chair Taylor County BOCC 201 E. Green Street Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)</b> SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: <b>430725-1-58-01</b>
		Contract Number: AQX82

**PROJECT DESCRIPTION**

Per Florida Statutes 339.2816, the Florida Department of Transportation (Department) desires to supplement the Small County Road Assistance Program Agreement (SCRAP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: Osteen Road Length N/A

Termini: from SR 30 / US 98 to CR 361A

Description of Work: resurfacing

Reason for Supplement: add construction funds in the amount of \$507,159.00 for Fiscal Year 2014

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
<b>Design</b>			
<u>2007-2008</u>	_____	_____	_____
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</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>2011-2012</u>	_____	_____	_____
<u>2012-2013</u>	\$ 245,258.00	_____	\$ 245,258.00
<u>2013-2014</u>	\$ 507,159.00	_____	\$ 507,159.00
<u>2014-2015</u>	_____	_____	_____
Total Contract Costs	\$ 752,417.00	_____	\$ 752,417.00
<b>Construction Engineering and Inspection</b>			
<u>2012-2013</u>	_____	_____	_____
<u>2013-2014</u>	_____	_____	_____
<u>2014-2015</u>	_____	_____	_____
<u>2015-2016</u>	_____	_____	_____
Total Construction Engineering	_____	_____	_____
<b>Total Cost of Project</b>	<b>\$ 752,417.00</b>	_____	<b>\$ 752,417.00</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

The Honorable Pam Feagle, Chair Taylor County BOCC 201 E. Green Street Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)</b> SUPPLEMENTAL AGREEMENT# 1	Financial Project ID: 430725-1-58-01
		Contract Number: AQX82

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: District Two Secretary

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

As to form:

As to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Road Assistance Program Supplemental Agreement No. 1 to resurface Osteen Road (CR 356) from US HWY 98 to Woods Creek Road (CR 361), and

**WHEREAS,** Supplemental Agreement No. 1 will provide an additional \$507,159 of funding through the Florida Department of Transportation's Small County Road Assistance Program, and

**WHEREAS,** Supplemental Agreement No. 1 will have no effect on the terms of the original agreement other than to increase such funding, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into Supplemental Agreement No. 1.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

The Board to discuss and consider requesting the Florida Department of Transportation set a speed limit of 35 mph for the Aucilla River Bridge on Highway 98 West of Perry.

**MEETING DATE REQUESTED:**

August 20, 2013

**Statement of Issue:**

Commissioner Moody requested that the Board consider having FDOT establish a 35 mph speed limit on the Aucilla River Bridge on Highway 98 West of Perry due to safety concerns.

**Recommended Action:** Motion to approve the Agreement

**Fiscal Impact:**

N/A

**Budgeted:** N/A

**Submitted By:**

Jack R. Brown, County Administrator

**Contact:**

(850) 838-3500, Ext. 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** As stated above – You may want to consider having a public hearing or some type of public input.

**Options:****Attachments:**