

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, APRIL 22, 2014
6:00 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.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE FUNDING REQUEST SUBMISSION FOR THE 2015-2016 FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AGRICULTURE EDUCATION AND PROMOTION FACILITY FUNDING PROGRAM.

AWARDS/RECOGNITION:

5. THE BOARD TO CONSIDER ADOPTION OF A PROCLAMATION PROCLAIMING THE MONTH OF MAY AS CIVILITY MONTH, AS AGENDAED BY CONRAD BISHOP, COUNTY ATTORNEY.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED
AND CONSENT AGENDA ITEMS:

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF
NONE
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE TASK ORDER WITH CASSEAU, HEWETT, AND WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE FREEMAN ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE TASK ORDER WITH CASSEAU, HEWETT, AND WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE AGNER ACRES ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
10. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE FREEMAN ROAD SECONDARY ROAD IMPROVEMENT PLAN PROJECT CONTRACT WITH ANDERSON COLUMBIA CO. INC., AS AGENDAED BY THE COUNTY ENGINEER.
11. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE AGNER ACRES ROAD SECONDARY ROAD IMPROVEMENT PLAN PROJECT CONTRACT WITH SANDCO, INC., AS AGENDAED BY THE COUNTY ENGINEER.
12. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BID ADVERTISEMENTS AND DOCUMENTS FOR THE CONSTRUCTION AND REPAIR SERVICES FOR THE COUNTY'S RIVER ENTRANCE LIGHT PLATFORMS, AS AGENDAED BY GEOFF WALLAT, COUNTY MARINE AGENT.

13. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE T-HANGAR LEASE RENEWAL AGREEMENT AT PERRY-FOLEY AIRPORT FOR JOHN SUNDERLAND, AS AGENDAED BY THE GRANTS COORDINATOR.
14. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING A PURCHASE ORDER ACCEPTANCE FORM WITH SPARTAN ERV FOR THE PURCHASE OF A NEW COUNTY FIRE ENGINE, AS AGENADED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY COUNTY FINANCE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. REPRESENTATIVES FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), DISTRICT 2, TO APPEAR TO DISCUSS OPTIONS REGARDING THE REPAIR/REPLACEMENT OF THE DONALDSON BRIDGE ON CR 14-A.

COUNTY STAFF ITEMS:

17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BID AWARD RECOMMENDATIONS FOR BIDS RECEIVED ON APRIL 7, 2014, FOR THE DEMOLITION AND RECONSTRUCTION OF THE HOME OF MERDINE MATHIAS, THROUGH THE SHIP PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AMENDMENT #1 TO THE STATE AID TO LIBRARIES GRANT AGREEMENT FOR FY 2014, AS AGENDAED BY LINDA HAWKINS, LIBRARY MANAGER.
19. THE BOARD TO CONSIDER A REQUEST TO TRANSFER \$18,050 FROM THE RESERVE FOR CONTINGENCY ACCOUNT TO THE MEDICAL EXAMINER ACCOUNT, AND \$1,000 TO THE BOARD OPERATIONS ACCOUNT, FOR GULF CONSORTIUM MEMBERSHIP, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

20. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE EMPLOYMENT CONTRACT WITH DUSTIN HINKEL, NEW COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

BOARD INFORMATIONAL ITEMS:

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

- 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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the second of two public hearings at 6:00 P.M. to discuss and receive public input regarding the upcoming funding cycle and possible funding request submission for the 2015-2016 Florida Department of Agriculture and Consumer Services, Agriculture Education And Promotion Facility Funding Program.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue: This is the second of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible application submission for the 2015-2016 Agriculture Education And Promotion Facility Funding Program.

Recommended Action: Move forward with preparing an application to be submitted for the 2015-2016 Agriculture Education And Promotion Facility Funding Program

Fiscal Impact: Not applicable at this time.

Budgeted Expense: Y/N Not applicable at this time

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The 2015-2016 Agriculture Education And Promotion Facility Program funding request cycle will open in July 2014. The first public hearing was held April 7, 2014 at 6:10 P.M. Grants staff is recommending the County submits application requesting funding assistance for a second phase for the rehabilitation of Forest Capital Hall. It has yet to be determined how much the funding request will be for and what will be included in this phase of the renovation of Forest Capital Hall. Grants staff suggestions include: installation of new seating in the auditorium with an area offering handicap accessibility, renovation of lobby, and renovation of the classrooms and offices.

Attachments: Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION
PROCLAIMING THE MONTH OF MAY AS CIVILITY MONTH,
AS AGENDAED BY CONRAD BISHOP, COUNTY ATTORNEY

MEETING DATE REQUESTED:

APRIL 22, 2014

Statement of Issue: THE BOARD TO CONSIDER A PROCLAMATION

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: CONRAD BISHOP, COUNTY ATTORNEY

Contact: 584-6113

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SEE ATTACHED LETTERS

Options: APPROVE/DENY

Attachments: LETTERS OF REQUEST
PROCLAMATION

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

April 11, 2014

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Dear Annie Mae and Jack:

Please find enclosed a proclamation plus a letter I received.

I would request that this be put on the agenda for the next regular meeting.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosures



CITY, COUNTY AND LOCAL GOVERNMENT LAW SECTION

www.locgov.org

CHAIR:

Hans Ottinot, Sr.
18070 Collins Ave.
Sunny Isles Beach, FL 33160-2723
(305) 957-1302
hottinot@sibfl.net

CHAIR-ELECT:

Dana L. Crosby-Collier
201 S. Rosalind Ave., Fl. 3
Orlando, FL 32801-3527
(407) 836-7320
dana.crosby-collier@ocfl.net

SECRETARY/TREASURER:

Mark CS Moriarty
City of Ft. Myers
P.O. Box 2217
Ft. Myers, FL 33902-2217
(239) 321-7056
mmoriarty@cityftmyers.com

IMMEDIATE PAST CHAIR:

Jewel White
315 Court St.
Clearwater, FL 33756-5165
(727) 464-3354
mjwhite@co.pinellas.fl.us

BOARD LIAISON:

Sandra C. Upchurch
125 S. Palmetto Ave.
Daytona Beach, FL 32114-4333
(386) 253-1560
supchurch@uww-adr.com

EXECUTIVE COUNCIL:

Terms Expiring 2014:

District 3

David C. Miller
Miami

(305) 374-7349

District 5

Michele Lieberman
Lecanto

(352) 527-2534

Terms Expiring 2015:

District 2

Jeannine Smith Williams
St. Petersburg

(727) 893-7401

District 4

Robert L. Teitler
Ft. Lauderdale

(954) 359-1032

Terms Expiring 2016:

District 1

Virginia (Ginger) Saunders Delegal
Tallahassee

(850) 922-4300

Terms Expiring 2014

At-Large Members:

Paul Bangel

Fort Lauderdale

(954) 828-5940

DeBora Cromartie-Mincey

Tampa

(813) 272-5670

Donald Crowell

Clearwater

(727) 464-3354

Craig Leen

Coral Gables

(305) 460-5218

Maggie Mooney-Portale

Sarasota

(941) 365-4950

Nancy Stuparich

Oviedo

(800) 633-6458

Ex-Officio Members:

All Past Chairs

PROGRAM ADMINISTRATOR:

Ricky D. Libbert
The Florida Bar
rilibbert@flabar.org

April 11, 2014

Re: Proclamation and Pledge of Civility for the Month of May

Dear Madam/Sir:

The attorneys of the City, County and Local Government Law Section of The Florida Bar ask your local government to join with other cities and counties throughout the State of Florida in proclaiming May as "Civility Month."

Civil discourse is a cornerstone of American democracy and is a vital ingredient to successful local governance. The attorneys of the City, County and Local Government Law Section of The Florida Bar ask you to renew the pledge of public conduct that your local government may have adopted in prior years.

A sample proclamation is enclosed for your use. We are asking all local governments in Florida to adopt such a proclamation to help to uplift the tone and conduct in public meetings throughout the State. We join with our public officials in urging all citizens to exercise civility toward each other throughout the year as they participate in Florida's democratic process.

If you choose to adopt the proclamation, please send us a copy to: Ricky Libbert, The Florida Bar, 651, E. Jefferson St., Tallahassee, Florida 32399-2300, rilibbert@floridabar.org

Thank you for your attention to this important matter and for your dedicated public service.

Sincerely,

Hans Ottinot
Chair

Enclosure

PROCLAMATION

Whereas, the open exchange of public discourse is essential to the democratic system of government; and

Whereas, as a cornerstone of democracy Americans have observed certain rules of behavior generally known as civility;

Whereas, civility, derived from the Latin words "civitas" meaning city and "civis" meaning citizen, is behavior worth of citizens living in a community or in common with others; and

Whereas, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

Whereas, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and

Whereas, civility can uplift our daily life and make it more pleasant to live in an organized society; and

Whereas, the City, County and Local Government Law Section of the Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.

Now, therefore, be it resolved, by the County Commission of the County of Taylor that the month of May is proclaimed as Civility Month, and calls upon all citizens to exercise civility toward each other.

Passed and adopted this _____ day of _____, 2014.

MALCOLM PAGE, Chairperson
Taylor County Board of County Commission

ATTEST:

ANNIE MAE MURPHY, Clerk

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO RATIFY THE TASK ORDER WITH CAUSSEAU, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE FREEMAN ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Task Order with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the Freeman Road Secondary Roads Improvement Plan project.

Recommended Action:

The Board should ratify the County Administrator's signature.

Fiscal Impact: FISCAL YR 2013/14 - \$32,550.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board recently received proposals and is executing a contract in the amount of \$266,000.00 with Anderson Columbia Co., Inc. to improve Freeman Road from its intersection with Puckett Rd to its end, approximately 0.62 miles. through the Secondary Roads Improvement Plan program. On March 7, 2014, the Board accepted the associated proposal from Causseaux, Hewett, & Walpole, Inc. to provide Construction Engineering and Inspection (CEI) services to the County for this project under their previously awarded General Engineering Services Contract.

The County Administrator signed and executed the attached Task Order and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the request to ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Task Order

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: 2009-001-ENG-18

PURCHASE ORDER NO.: _____

(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Freeman Road Construction Phase Services

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: **Causseaux, Hewett & Walpole, Inc.**
132 NW 76th Drive
Gainesville, FL 32607
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated March 26, 2014

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Sixty Two (62) calendar days.

METHOD OF COMPENSATION:

This Task Order is issued on a:

☒ Time basis method with a Not-to-Exceed amount

(a) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Thirty Two Thousand Five Hundred Fifty DOLLARS (\$ 32,550.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this 9th
day of April, 2014, for the purposes stated herein.


Witness

Causseaux Hewitt & Walpole, Inc.

By: 

Signature

Robert J. Walpole, P.E., LEED AP

Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: 

Signature

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347
Print Name

Title: _____

Date: 4/9/2014

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RATIFY THE TASK ORDER WITH CAUSSEAU, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE AGNER ACRES ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Task Order with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the Agner Acres Road Secondary Roads Improvement Plan project.

Recommended Action:

The Board should ratify the County Administrator's signature.

Fiscal Impact: FISCAL YR 2013/14 - \$32,550.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board recently received proposals and is executing a contract in the amount of \$200,914.00 with SANDCO, Inc. to improve Agner Acres Road from its intersection with Green Farm Rd to its end, approximately 0.38 miles through the Secondary Roads Improvement Plan program. On March 7, 2014, the Board accepted the associated proposal from Causseaux, Hewett, & Walpole, Inc. to provide Construction Engineering and Inspection (CEI) services to the County for this project under their previously awarded General Engineering Services Contract.

The County Administrator signed and executed the attached Task Order and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the request to ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Task Order

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: 2009-001-ENG-17

PURCHASE ORDER NO.: _____

(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Agner Acres Road Construction Phase Services

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: Causseaux, Hewett & Walpole, Inc.
132 NW 76th Drive
Gainesville, FL 32607
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated March 26, 2014

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Sixty Two (62) calendar days.

METHOD OF COMPENSATION:

This Task Order is issued on a:

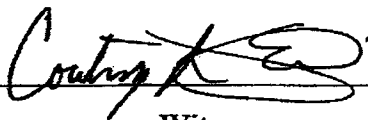
☒ Time basis method with a Not-to-Exceed amount

(a) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Thirty Two Thousand Five Hundred Fifty DOLLARS (\$ 32,550.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

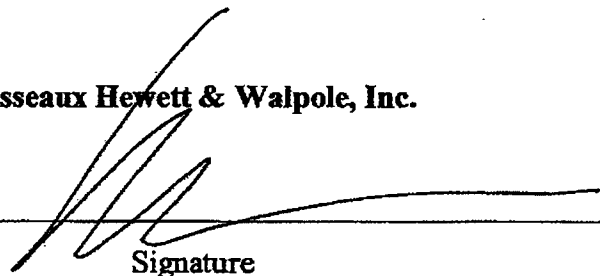
The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this 9th
day of April, 2014, for the purposes stated herein.


Witness

Causseaux Hewett & Walpole, Inc.


By: 
Signature

Robert J. Walpole, P.E., LEED AP

Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: 
Signature

**JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
2015 GREEN ST.
PERRY, FL 32347**

Title: _____

Date: 4/9/2014

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO RATIFY THE FREEMAN ROAD SECONDARY ROAD IMPROVEMENT PLAN PROJECT CONTRACT WITH ANDERSON COLUMBIA CO., INC. AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Freeman Road Secondary Road Improvement Plan Project Contract with Anderson Columbia Co., Inc.

Recommended Action:

The Board should ratify the County Administrator's signature.

Fiscal Impact: FISCAL YR 2013/14 - \$266,000.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from Anderson Columbia Co., Inc. on March 18, 2014, as the lowest responsive proposal received for the Freeman Road Secondary Road Improvement Plan Project.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the request to ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and
Anderson Columbia Co. Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Road Improvement Plan Project – The intent of this contract is to secure all labor and equipment required for the Freeman Road Secondary Road Improvement Plan Project, Taylor County, Florida. This project consists of improving an existing limerock roadway along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to a lump sum project as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering
201 East Green Street
Perry, FL 32347
850.838.3500

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 50 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Two Hundred Sixty Six Thousand Dollars and No Cents	(\$266,000.00)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and

6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 53 sheets with each sheet bearing the following general title: Freeman Road [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 3, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Preference To State Residents

- A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term “substantially equal qualifications” means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.06 Public Records Provision

- A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

- A. Venue for disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 4/8, 2014 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. BrownTitle: County Administrator

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Attest: Annie Mae MurphyTitle: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Anderson Columbia Co., Inc.By: E. Tony Williams, Jr.Title: Vice PresidentAttest: Brian P. SchreiberTitle: Secretary

Address for giving notices:

871 NW Guerdon RoadLake City, FL 32055PH: 386.752.7585

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO RATIFY THE AGNER ACRES ROAD SECONDARY ROAD IMPROVEMENT PLAN PROJECT CONTRACT WITH SANDCO, INC. AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Agner Acres Road Secondary Road Improvement Plan Project Contract with SANDCO, Inc.

Recommended Action:

The Board should ratify the County Administrator's signature

Fiscal Impact: FISCAL YR 2013/14 - \$200,914.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from SANDCO, Inc. on March 18, 2014, as the lowest responsive proposal received for the Agner Acres Road Secondary Road Improvement Plan Project.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the request to ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and
SANDCO, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Road Improvement Plan Project – The intent of this contract is to secure all labor and equipment required for the Agner Acres Secondary Road Improvement Plan Project, Taylor County, Florida. This project consists of improving an existing limestone roadway along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to a lump sum project as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering
201 East Green Street
Perry, FL 32347
850.838.3500

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES**4.01 Time of the Essence**

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 50 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Two Hundred Thousand Nine Hundred and Fourteen Dollars and No Cents
(words)

(\$200,914.00)
(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES**6.01 Submittal and Processing of Payments**

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by

Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 35 sheets with each sheet bearing the following general title: Agner Acres Road [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Preference To State Residents

- A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

10.06 Public Records Provision

- A. In accordance with Section 119.0701, Florida Statutes, Contracts, Public records, Contractor shall specifically:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

A. Venue for disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 3/31, 2014 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown  COUNTY ADMINISTRATOR

Title: County Administrator
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347
[COUNTY SEAL]

Attest: Annie Mae Murphy 

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

SANDCO, Inc.

By: Behzad Shazvini 

Title: PRESIDENT

[CORPORATE SEAL]

Attest: [Signature]

Title: Vice President

Address for giving notices:

4708 Capital Circle NW

Tallahassee, FL 32303

PH: 850.205.5218

License No.: CGC 1517856 / CUCA 51682
(Where applicable)

Agent for service or process: BEHZAD SHAZVINI

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Bid Proposal for the Construction and Repair Services for River Entrance Light Platforms - Taylor County, FL.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue: Board to review and approve bid proposal documents to be issued for the Construction and Repair of four (4) River Light Entrance Navigational Platforms in Taylor County.

Recommended Action: Approval of bid proposal documents for the Construction and Repair of four (4) River Light Entrance Navigational Platforms in Taylor County.

Budgeted Expense: Estimated at \$33,300.

Submitted By: Geoff Wallat

Contact: Geoff Wallat, Taylor County Extension, 850-838-3508 or gwallat@ufl.edu

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County maintains navigational light platforms at the entrance of 4 rivers in Taylor County Florida. These entrances are the Fenholloway River, the Spring Warrior Creek, The Econfinia River and the Aucilla River. These navigational light platforms are located at the mouth of each river, and serve as important navigational aids to boaters either entering the Gulf of Mexico or returning from the Gulf of Mexico.

The four navigational light platforms are in various needs of repair or replacement.

Attachments: Bid Documents



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 BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE CONSTRUCTION AND REPAIR SERVICES FOR RIVER ENTRANCE LIGHT PLATFORMS - TAYLOR COUNTY FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **"Sealed bids for 'THE CONSTRUCTION AND REPAIR SERVICES FOR RIVER ENTRANCE LIGHT PLATFORMS - TAYLOR COUNTY FLORIDA.'"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on **Friday, May 30, 2014**. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **6:00 PM June 2, 2014** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive 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 the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

For additional information and bid package contact

Geoff Wallat
Taylor County and University of Florida Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
gwallat@ufl.edu

BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

For Information ONLY you may also contact:

Clay Olson, County Extension Director
203 Forest Park Drive
Perry FL 32348
(850)838-3508
cbolson@ufl.edu

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Geoff Wallat, Extension Agent, Taylor County Extension Office, 203 Forest Park Drive, Perry, FL 32348 Telephone (850) 838-3508 or gwallat@ufl.edu. Documents may also be obtained from www.taylorcountygov.com.
2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, Friday, May 30, 2014.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **Sealed bid to The Construction and Repair Services for River Entrance Light Platforms - Taylor County Florida.**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids 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.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received no later than **4:00 PM, local time, Friday, May 30, 2014.** Respondents will be announced on **June 2, 2014 at 6:00 PM** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32348.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive 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 the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. 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 Bids.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

Geoff Wallat
County Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
gwallat@ufl.edu

or

Clay Olson
County Extension Director
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
cbolson@ufl.edu

BIDDER INFORMATION

1. **Proposal:** The bidder's proposal shall include the amount the bidder will charge to construct and/or repair navigational light platforms at the entrance of 4 rivers in Taylor County Florida. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light platform, as well as a total cost to perform construction and repair to all four (4) navigational light platforms.
2. **Bid Form:** The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are parts of this Contract in connection with the following

"THE CONSTRUCTION AND REPAIR SERVICES FOR RIVER ENTRANCE LIGHT PLATFORMS - TAYLOR COUNTY FLORIDA."

The navigational light platforms can be inspected weekdays by appointment by contacting Geoff Wallat at 850-838-3508 or at gwallat@ufl.edu

The successful bidder is required to meet the following **General Requirements for ALL Platforms:**

- 1) All lumber used in the project must be treated as marine-grade, for use in saltwater conditions.
- 2) All hardware used in assembly must be either galvanized metal fittings or stainless steel fittings.
- 3) A permanent ladder shall be installed on all 4 systems, to provide access to the top deck and the light structure. The ladder may be constructed of marine-grade lumber.
- 4) Navigational light systems shall be repaired and re-installed on the platforms, once the repairs and/or replacement of the platforms are completed.

The successful bidder is required to meet the following **Specific Requirements, listed by each River Navigational Light Platform system:**

Total Replacement Required:

1) Fenholloway River Platform:

The structure is in need of entire replacement. The decking and structure is in poor condition, and the light structure is in jeopardy of falling into the water.

Required Work:

- A) Salvage and repair of the current light structure, including light, battery and solar panel, to be used on new structure.
- B) Removal of current platform structure.
- C) Construction of a new platform structure, following the design plans (Attachment A) included in this document. Attachment A is the architectural model designed for the Bird Racks that are installed off the Taylor County coastline. The Navigational Light platform should be built at the same height specified in Attachment A (10 feet above the water surface). **The new structure should be one half the size of the attached Bird Rack plans attached. To specify, we require a 6 foot wide by 6 foot long platform structure and deck to support the navigational light system, based on attached drawings. (Attachment A shows a Bird Rack structure that is 12 foot by 12 foot). Second, the deck platform should be 2x4 (or stronger) marine-grade lumber material, to support the weight of the light unit and maintenance personnel to service the lights.**

- D) The new structure is required to be built over the site of existing structure, once the existing structure is removed.
- E) Install the salvaged light and battery system on the new structure.
- F) Construction of a permanent ladder for access to the platform. This ladder should be constructed of marine-grade material.

2) Econfina River Platform:

- A) Total replacement of this structure is required. Refer to and follow the specifications outlined for the Fenholloway River structure.
- B) The lighting system has had the wire cut between the solar panel and battery charger system. This requires repair.
- C) Construction of a permanent ladder for access to the platform. This ladder should be constructed of marine-grade material.

Repair to Platforms Required:

3) Spring Warrior Creek Platform:

- A) Part of the decking platform has fallen into the water, and needs to be replaced with marine-grade decking material. Deck to be built of 2x4 (or stronger) boards to form a deck that will support the light system and maintenance personnel that will be servicing the light. The supporting pole structure is in good condition, and a new deck can be built on this existing structure.
- B) A new battery and battery box is required for this structure, as part of the decking collapsed and the battery and battery box has fallen into the water.
- C) Construction of a permanent ladder for access to the platform. This ladder should be constructed of marine-grade material.

4) Aucilla River Platform:

- A) This structure is in good condition, but requires the construction of a permanent ladder for access to the platform. This ladder should be constructed of marine-grade material.



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

PROJECT IDENTIFICATION: THE CONSTRUCTION AND REPAIR SERVICES FOR RIVER ENTRANCE LIGHT PLATFORMS - TAYLOR COUNTY FLORIDA.

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to construct and/or repair navigational light platforms at the entrance of four (4) rivers in Taylor County Florida and to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

BID FORM (continued)

- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

July 15 to Dec 31 2014 – Bidder will remove platform structures at the Fenholloway and Econfina River sites, and begin construction of new platforms for these two (2) sites and repair or replacement of navigational light systems. Repairs to the additional two (2) platforms and navigational light systems (Aucilla and Spring Warrior Creek). Repairs to navigational light systems will be performed on all four (4) platforms.

Jan – June 30 2015 – Bidder will complete any platform construction and repairs needed for all four (4) platforms and navigational light systems.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.

6. Communications concerning this Bid shall be addressed to:

Geoff Wallat
University of Florida / Taylor County Marine and Natural Resources Agent
203 Forest Park Dr.
Perry, FL. 32348-6340
Phone: 850-838-3508 Ext. 305 or gwallat@ufl.edu

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

8. Bidder will provide separate Cost Estimate Budgets for each of the four(4) river light entrance platforms (Fenholloway River, Econfina River, Aucilla River and Spring Warrior Creek), as well as a Total Cost Estimate Budget to complete all four (4) projects.

Total Replacement Required:

1) Fenholloway River:

Estimated Costs:

Removal of Current Structure:

Construction and Installation of New 6 foot X 6 foot Platform
with new access ladder:

Re-installation of current light equipment:

SUBTOTAL

2) Econfina River Platform:

Estimated Costs:

Removal of Current Structure:

Construction and Installation of New 6 foot X 6 foot Platform
with new access ladder:

Installation of new light equipment:

SUBTOTAL

BID FORM (continued)

Repair to Structures Required:

3) Spring Warrior Creek Platform:

Estimated Costs:

Repair of Current Structure with new access Ladder:

Installation of new Battery and Battery storage Box:

SUBTOTAL

4) Aucilla River Platform:

Estimated Costs:

New Access Ladder:

SUBTOTAL

TOTAL ESTIMATED COST Four (4) Projects:

BID FORM (continued)

SUBMITTED on _____, 20____

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNESHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)
Name of Person Authorized to Sign

(Corporate Seal) _____
Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECKLIST

Check Items Included:

- _____ 1. Required proposal/bid information referenced above.
- _____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- _____ 3. Declaration Page from Workmen's Compensation Insurance.
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

CHECKLIST MUST BE INCLUDED WITH THE BID.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
Whose business address is _____
_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

Construction and Repair Services for River Entrance Light Platforms
Taylor County, Florida

Taylor County Construction and Repair Services for River Entrance Light Platforms Contract: The intent of this contract is to secure all labor and equipment required to construct and/or repair navigational light platforms at the entrance of four (4) rivers in Taylor County Florida. These entrances are the Fenholloway River, the Econfina River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light platform, as well as a total cost to perform construction and repair to all four (4) navigational light platforms.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 20____

WITNESS:

STATE OF _____

COUNTY OF _____

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, 20_____

By _____.

Attachment A: Taylor County Bird Racks Engineering Documents. For use as a template for Construction of New Navigational Light Platforms. Also included are sample pictures of existing Bird Racks.

Material: Take-Off: (One Bird Rack)

LUMBER

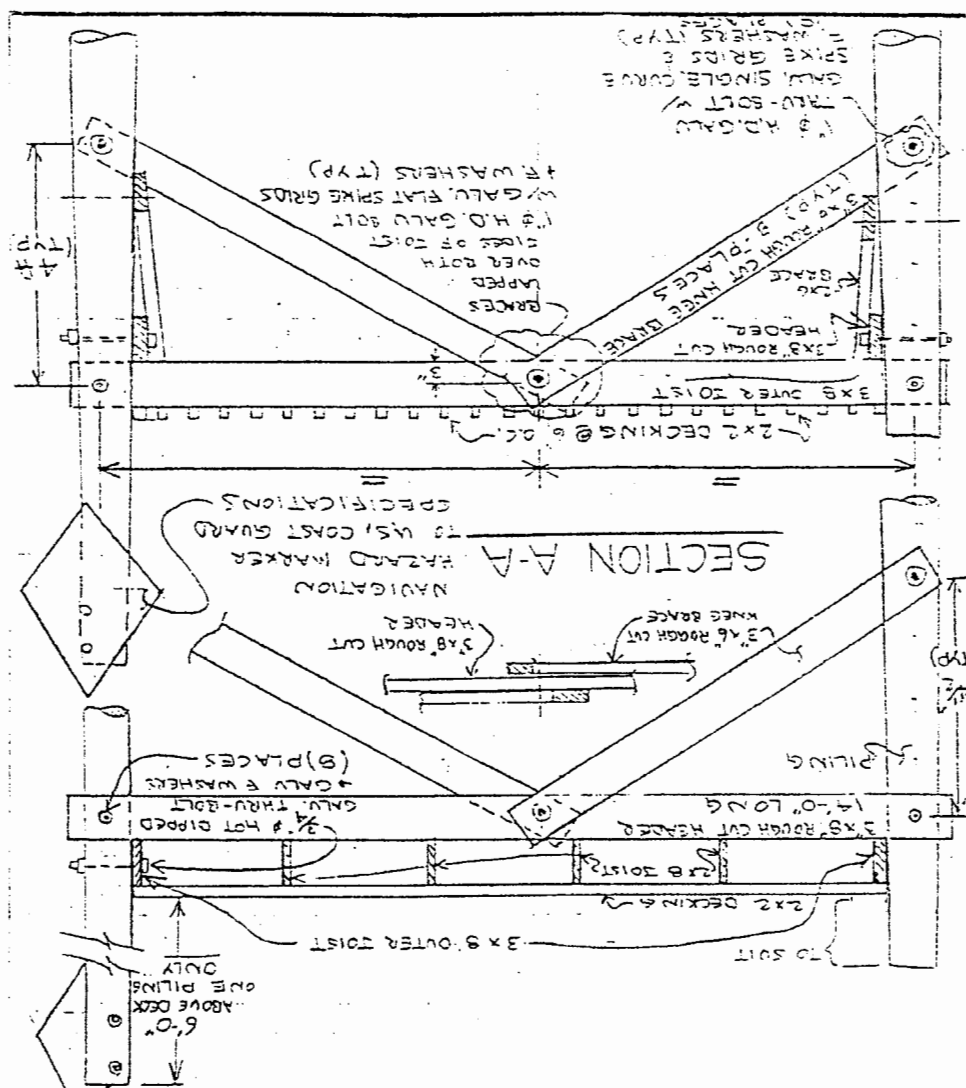
- a) 3 X 8 Nom. Pressure Treated Pine
4 - 12' long
- b) 2 X 8 Nom. Pressure Treated Pine
4 - 12' long
1 - 14' long
- c) 2 X 3 Nom. Pressure Treated Pine
23 - 12' long
- d) 5 X 8 "Rough-Cut" Pressure Treated Pine
2 - 14' long
8 - 10' long
- e) Option 2 - Deck Top of Structure with 2 X 4 Pressure Treated Pine on 6" centers
23 - 12' long

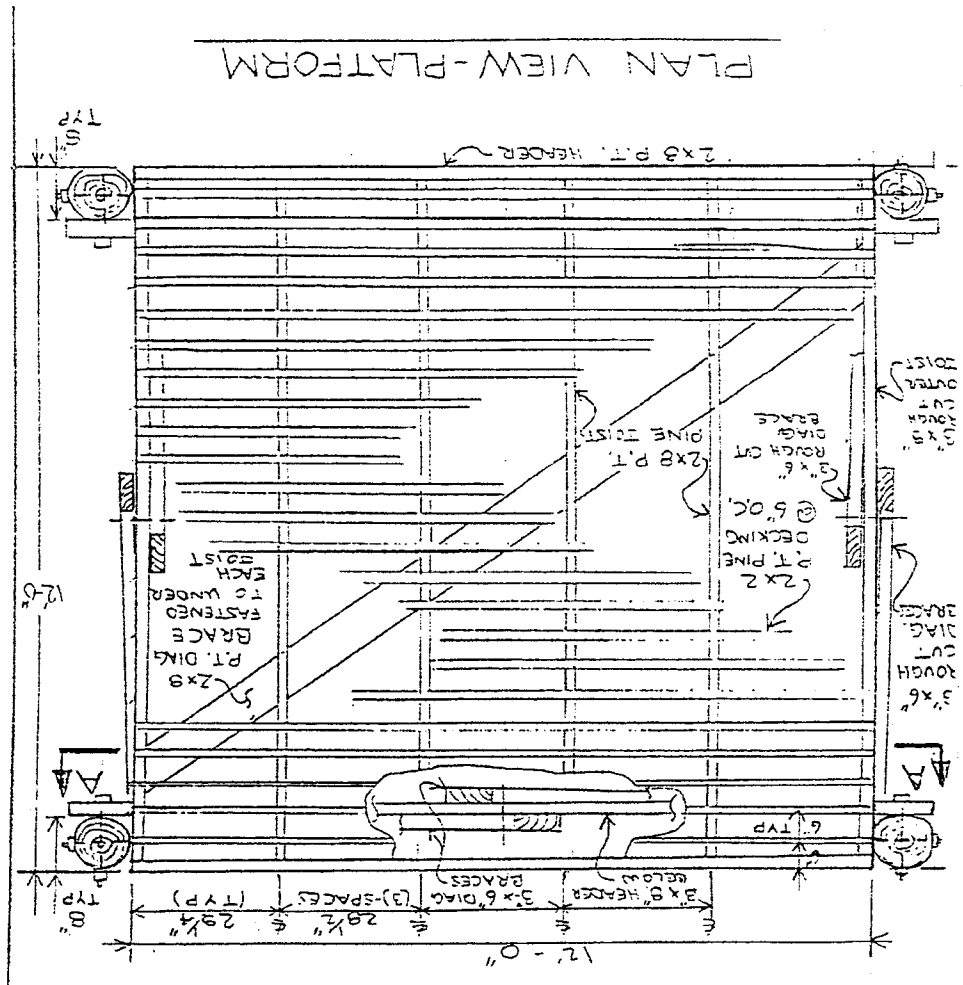
POLES

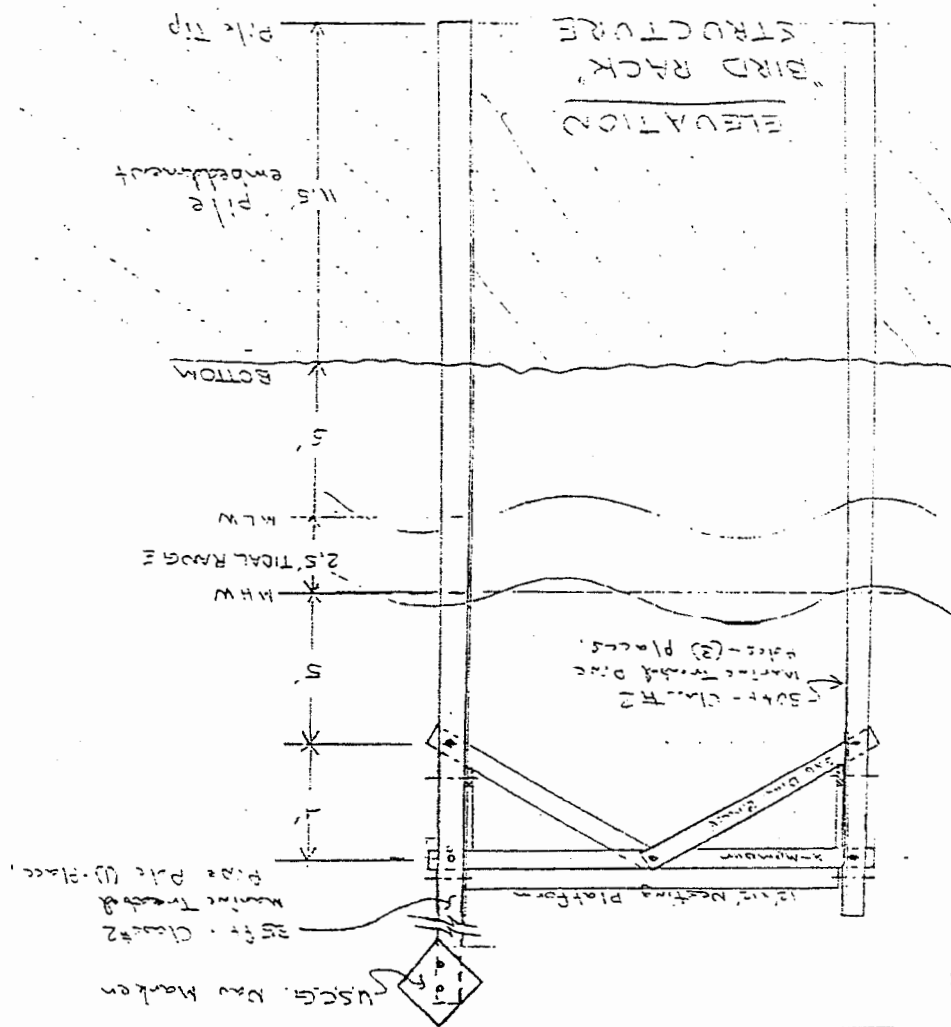
- a) Pole, Southern Pine, Class #2, Treated for saltwater use to AWWA Std C18(16) \approx 8" \varnothing top \rightarrow 11" \varnothing butt
3 - 30' long
- b) Pole, Southern Pine, Class #2, Treated for saltwater use to AWWA Std C18(16) \approx 8" \varnothing top \rightarrow 11" \varnothing butt
1 - 35' long

FASTENERS

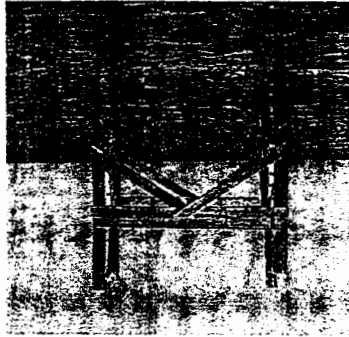
- *ALL Fasteners and Fittings to be hot-dipped, galvanized for marine use.
- a) 8 - Spike Grids, ASTM A-47, Square 4" X 4" Single Curve, galvanized to ASTM A-153 Std
- b) 8 - Spike Grids, to ASTM A-47, Square 4" X 4" FLAT Galvanized to ASTM A-153 Std
- c) 8 - Bolts, $\frac{1}{2}$ " \varnothing Square Head, ASTM A-307 or better, Hot dipped, Galvanized $\frac{1}{2}$ " \varnothing - 12" long Coarse Thd. with galvanized Flat washers
- d) 12 - Bolts, $\frac{1}{2}$ " \varnothing Square Head, ASTM A-307 or better, Hot dipped, Galvanized 1" \varnothing - 13" long Coarse Thd. with galvanized flat washers
- e) 3 - Bolts, Lag, $\frac{1}{2}$ " \varnothing - 6" long, H.D. galvanized with F washer
- f) 5 lbs Nails, Hot dipped, galvanized common, 20d(penny)
- g) 2 lbs Nails, Hot dipped, Galvanized, Common 30d(penny)
- h) 8 Hurricane Clips, Hot dipped, galvanized steel, TECO Ty-DOWN J R or equivalent
- i) 1 lb Nails, Hot dipped, galvanized, Common 3d



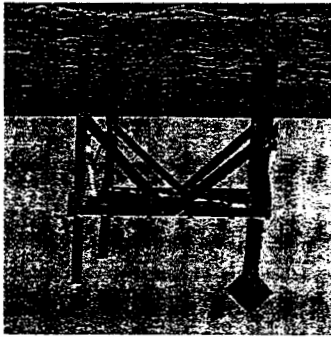




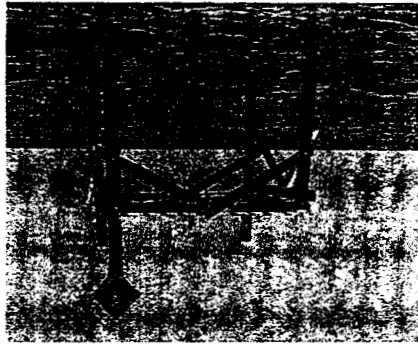
Big Bayou



Pitts Creek



Rock Point SW



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify the County Administrator's signature and approve t-hangar lease agreement at Perry Foley Airport for John Sunderland. Mr. Sunderland currently leases a t-hangar and this agreement will renew his current lease for another year.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue: Board to ratify the County Administrator's signature and approve t-hangar lease agreement at Perry Foley Airport for John Sunderland.

Recommended Action: Board to ratify the County Administrator's signature and approve t-hangar lease agreement for Mr. Sunderland.

Budgeted Expense: T-hangars lease for \$160.00 per month plus tax. This lease brings in an annual income of \$1,920.00 to the Airport.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This lease agreement renews Mr. Sunderland's existing lease until April 2, 2015. The terms of the previous lease agreement have not changed.

Attachments: Lease Agreement for John Sunderland



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3606 Phone
(850) 838-3549 Fax

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3600, 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

Perry-Foley Airport Hangar Lease Agreement

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 2nd day of April, 2014 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and John Sunderland ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar# 3 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: C-182P white w/ Black

Registration No. N72UH (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. Term:

The term of this agreement shall commence on the 2nd day of April, 2014 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of 160⁰⁰ + tax of 11²⁰ per month, for total payment of 171²⁰ payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. Obligations of the Lessee:

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher.

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. **Regulatory Review:**

Copies of the above regulations can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

- Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. Default:

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

- 14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. **Maintenance of Airport Facilities:**

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. **Airspace and Approaches:** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

• 18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

John Sunderland
3589 Green Farm Rd
Perry, FL 32347

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof.

Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: Taylor County Board of County Commissioners, Florida

By: [Signature]

Title: Airport Manager

Lessee: John Sunderland

By: [Signature]

Title: Owner

By: _____

Attested by Annie Mae Murphy Clerk of Court

By: [Signature]

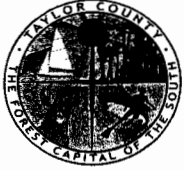
County Administrator or
Chairman of the Board of Commissioners

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING A PURCHASE ORDER ACCEPTANCE FORM WITH SPARTAN ERV FOR THE PURCHASE OF A NEW COUNTY FIRE ENGINE, AS AGENADED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

APRIL 22, 2014

Statement of Issue:

THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action:

APPROVE

Fiscal Impact:

\$213,211.00

Budgeted Expense:

YES

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD BUDGETED \$300,000 FOR THE ACQUISITION AND EQUIPPING OF A NEW FIRE ENGINE. THE NEW FIRE ENGINE IS BEING ACQUIRED USING THE FLORIDA SHERIFFS' ASSOCIATION VEHICLE BID CONTRACT. THE PURCHASE ORDER ACCEPTANCE FORM IS NEEDED TO MOVE FORWARD WITH PURCHASE.

Options:

APPROVE/DENY

Attachments:

PURCHASE ORDER ACCEPTANCE FORM
PURCHASE ORDER #20140916



A Wholly Owned Subsidiary of Spartan Motors, Inc.
907 7th AVENUE NORTH BRANDON, SD 57005-2003
(605) 582-4000 FAX (605) 582-4001

Purchase Order Acceptance

Thank you for your purchase order #20140916, dated April 1, 2014. Your order is accepted, but our acceptance is expressly conditioned upon acceptance by you of the terms and conditions contained below.

- (1) Spartan ERV shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.
- (2) This order for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. The Effective Date is defined as the date this Purchase Order Acceptance is signed by the last of the parties below. Any increased cost incurred by Spartan ERV because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.
- (3) The Apparatus and Equipment shall be ready for delivery from Spartan ERV's factory, within 100 days. **This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory within 25 days of the effective date of this Purchase Order Acceptance. All days exceeding 45 days will be added to the above mentioned delivery timeframe.** To meet the 45 day deadline, Spartan ERV commits to have all information necessary for the pre-construction meeting complete within 15 days. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan ERV requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- (4) A competent Spartan ERV service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.
- (5) In exchange for the Apparatus and Equipment, Customer agrees to pay Spartan ERV the sum of Two Hundred Thirteen thousand, Two Hundred Eleven Dollars (\$ 213,211.00) Net payment is due upon delivery and acceptance by the Customer, unless otherwise specified herein. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Spartan ERV reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specifically noted above will be paid by Customer directly, or will be added to the Purchase Price and paid by Spartan ERV. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Spartan ERV and hold Spartan ERV harmless from any such tax, interest or penalty which may at any time be assessed against Spartan ERV.
- (6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Spartan ERV, correction of items noted on any discrepancy list, and shipment of Apparatus and Equipment from Spartan ERV's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Spartan ERV will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Spartan ERV has received full payment of the Purchase Price and taxes.
- (7) Spartan ERV shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, non-delivery, recall or other breach by Spartan ERV, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Spartan ERV shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of anybody or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.
- (8) Spartan ERV warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. **THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**
- (9) Spartan ERV shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(10) The Apparatus and Equipment shall remain the property of Spartan ERV until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Spartan ERV may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Spartan ERV takes possession.

(11) This acceptance will only be binding on Spartan ERV after it is signed and approved by customers authorized representative of the fire department. The Customer representative signing this document on Customer's behalf represents and warrants that he or she has the authority to sign this document and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this agreement.

(12) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this agreement shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this agreement shall nevertheless remain in full force and effect.

(13) This agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this agreement may, at the option of Spartan ERV, be brought in a court of record of the State of Florida in Taylor County.

This Purchase Order acceptance is agreed to by the parties as of the Effective Date.

Crimson Fire, Inc. d/b/a Spartan ERV

By: _____
Crimson Fire, Inc. d/b/a Spartan ERV Officer Signature

Print Name

Its: _____

Date

**Customer: Taylor County
Administrator Jack Brown**

By: _____
Customer Signature

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Its: _____

Date

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
 PO BOX 620
 PERRY, FL 32348

PAGE NO. 1

Submit original invoice to the above address

VENDOR 6828 FAX: 352-351-1682
 CRIMSON FIRE, INC.
 DBA SPARTAN ERV
 907 7TH AVENUE NORTH
 BRANDON SD 57005

SHIP TO TAYLOR COUNTY FIRE DEPARTMENT
 501 INDUSTRIAL PARK DRIVE
 PERRY, FL. 32347
 ATTN: FIRE DEPARTMENT
 purchasing@taylorcountygov.com

ORDER DATE: 03/31/14		BUYER: DUSTIN HINKEL		REQ. NO.: R0002325	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: NEW FIRETRUCK ON STATE CO	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
Purchased from FFCA State Contract 11-10-2012 as extended.					
01	1.00	EA.	FFCA BID AWARD 11-10-1202 SPECIFICATION #15 - CRIMSON STAR COMMERCIAL PUMPER/2	188773.0000	188,773.00
02	1.00		DOOR 2013 KENWORTH T370 CAB & CHASSIS		
02	1.00		1500 GPM - HALE DSD PUMP IN LIEU OF 1250 GPM PUMP	347.0000	347.00
03	1.00		THREE BODY COMPARTMENTS ON CURBSIDE IN LIEU OF TWO	500.0000	500.00
04	1.00		1000 GALLON POLY TANK IN LIEU OF 750 GALLON TANK	850.0000	850.00
05	1.00		SIX 810 WHELEN SCENE LIGHTS, WIRING, SWITCHING TO CONSOLE	2442.0000	2,442.00
06	1.00		200' HANNAY BOOSTER REEL MOUNTED IN FRONT OF HOSE BED 200' OF 1" HOSE, PROTECTION WALL CONSTRUCTED IN HOSE BED	3516.0000	3,516.00
07	1.00		H.O. BOSTROM TANKER 300 CT SCBA OFFICER SEAT, GRAY VINYL, SECURE-ALL SCBA MOUNT & MOUNTED IN CAB OF T370	1195.0000	1,195.00
08	1.00		ADDITIONAL HOSE BED DIVIDER, SMOOTH ALUMINUM	690.0000	690.00
09	4.00		WITH HAND CUT OUT, INSTALLED SCBA CYL. STORAGE TUBES, MOUNTED IN	450.0000	1,800.00
PAGE TOTAL \$					200,113.00
TOTAL \$					

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	0192 56401	188,773.00	
02	0192 56401	347.00	
03	0192 56401	500.00	
04	0192 56401	850.00	
05	0192 56401	2,442.00	
06	0192 56401	3,516.00	
07	0192 56401	1,195.00	
08	0192 56401	690.00	
09	0192 56401	1,800.00	
10	0192 56401	990.00	

Jack R. Brown
 COUNTY ADMINISTRATOR

Jan Taylor
 DIRECTOR OF PURCHASING

APPROVED BY

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
 PO BOX 620
 PERRY, FL 32348

PAGE NO. 2

Submit original invoice to the above address

VENDOR 6828 FAX: 352-351-1682
 CRIMSON FIRE, INC.
 DBA SPARTAN ERV
 907 7TH AVENUE NORTH
 BRANDON SD 57005

SHIP TO TAYLOR COUNTY FIRE DEPARTMENT
 501 INDUSTRIAL PARK DRIVE
 PERRY, FL. 32347
 ATTN: FIRE DEPARTMENT
 purchasing@taylorcountygov.com

ORDER DATE: 03/31/14		BUYER: DUSTIN HINKEL		REQ. NO.: R0002325	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: NEW FIRETRUCK ON STATE CO	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			APPARATUS BODY		
10	1.00		HARRINGTON INTAKE RELIEF VALVE, 6" NST SWIVEL FEMALE, 30 DEGREE DROP ELBOW TO 5" STORZ WITH CAP & CHAIN, INSTALLED	990.0000	990.00
11	1.00		ROLL OUT TRAY, BASE OF L-1 COMPARTMENT, #52-25-1238, SMOOTH ALUMINUM, 300LBS CAPACITY, LOCKING WITH CENTER WALL GUSSET AT REAR TO TRAY AND WALL FOR SUPPORT	1010.0000	1,010.00
12	1.00		ROLL OUT TRAY, BASE OF R-3 COMPARTMENT, #52-25-1250HD, SMOOTH ALUMINUM, 500LBS. CAPACITY, LOCKING WITH EXTRICATION TOOL MOUNTS - X2	1800.0000	1,800.00
13	1.00		ROLL OUT TRAY, BASE OF B-1 (REAR STEP), #52-25-1232,	890.0000	890.00
14	5.00		CUSTOM MOUNTING FOR SAWS AND POWER UNIT FIVE (5) SHELVES, TWO/ONE IN EACH L-1, L-2, R-1, R-2 AND ONE MOUNTED IN THE L-3 UPPER AREA TO ACT AS REINFORCEMENT FOR HYDRAULIC REELS	235.0000	1,175.00
15	2.00		CMW 6011 HYDRAULIC REELS WITH 100' OF TWIN LINE HYDRAULIC HOSES PER REEL. FITTING ENDS TO ACCOMMODATE A GENESIS EXTRICATION	3616.5000	7,233.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	13,098.00
					TOTAL \$	
11	0192	56401	1,010.00			
12	0192	56401	1,800.00			
13	0192	56401	890.00			
14	0192	56401	1,175.00			
15	0192	56401	7,233.00			

Jack R. Brown
 COUNTY ADMINISTRATOR

Jay Taylor
 DIRECTOR OF PURCHASING

APPROVED BY

Jack R Brown
COUNTY ADMINISTRATOR

Jim Taylor
DIRECTOR OF PURCHASING

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2014.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$766	001-3899010	General Fund-Cash Carryforward

Expenditures:		EMS 100% (Advance) Grant-
\$766	0275-55102	Office Furn/equip < \$1,000

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 22nd day of April, 2014 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(prior fiscal years balance of funds remaining-not budgeted)



**SIGN
& DATE**

Tammy

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: April 3, 2014

TO: Tammy

FROM: Melody

RE: Budget Amendment Request – 0275 EMS/Dept of Health Grant

Amendment
#766.00
fl

Tammy,
Please prepare a budget amendment as soon as possible for the above indicated account. This is for carry forward funds from previous grant years. This is a 100% grant with the County providing no match. I have attached the budget request and support documentation.

Marty Tompkins, the EMS Director has indicated he would like for us to purchase tablets for the first responders to use. Theresa is obtaining quotes for us. She has indicated we will be able to purchase two, possibly three.

Please let me know if you have any questions. Tammy, thank you!

Melody
Melody

c.c. Dustin Hinkle

BUDGET AMENDMENT REQUEST
2013-2014 FISCAL YEAR

DEPARTMENT: 0275 EMS/Dept Health Grant
 AMENDMENT REQUEST: April 2, 2014

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted</u>	<u>Amended Amount</u>	<u>Amendment</u>
55102	Offc.Equip/Furn <\$1,000	\$599	\$1,365	\$766

Total Amendment Requested \$766

[Handwritten signature and date 4-8-14]

Nelody Cox
 4-3-2014

16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Representatives From Florida Department of Transportation (FDOT), District 2 to Discuss With the Board Options Regarding the Repair/Replacement of the Donaldson Bridge on CR 14A.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue:

The Board has been made aware that the Donaldson Bridge on CR 14A is has been identified for a candidate for Replacement to be replaced by FDOT utilizing Federal and State funding at no cost to the Cost.

Recommended Action:

Staff's recommendation is to move forward with the replacement project:

Fiscal Impact:

No Fiscal Impact to the County Budget

Budgeted Item:

No

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext 7.

County.admin@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Donaldson Bridge has been an ongoing maintenance issue for the public works department for years. According to FDOT it is no longer feasible to continue to try to patch the bridge. The bridge needs to be replace. The public would like the bridge replaced as a one lane bridge. If this is determined to be feasible the Board should still consider the potential liability of having the funds and the means available to replace a one lane bridge with a two lane bridge, then opting to replace it with a one lane.

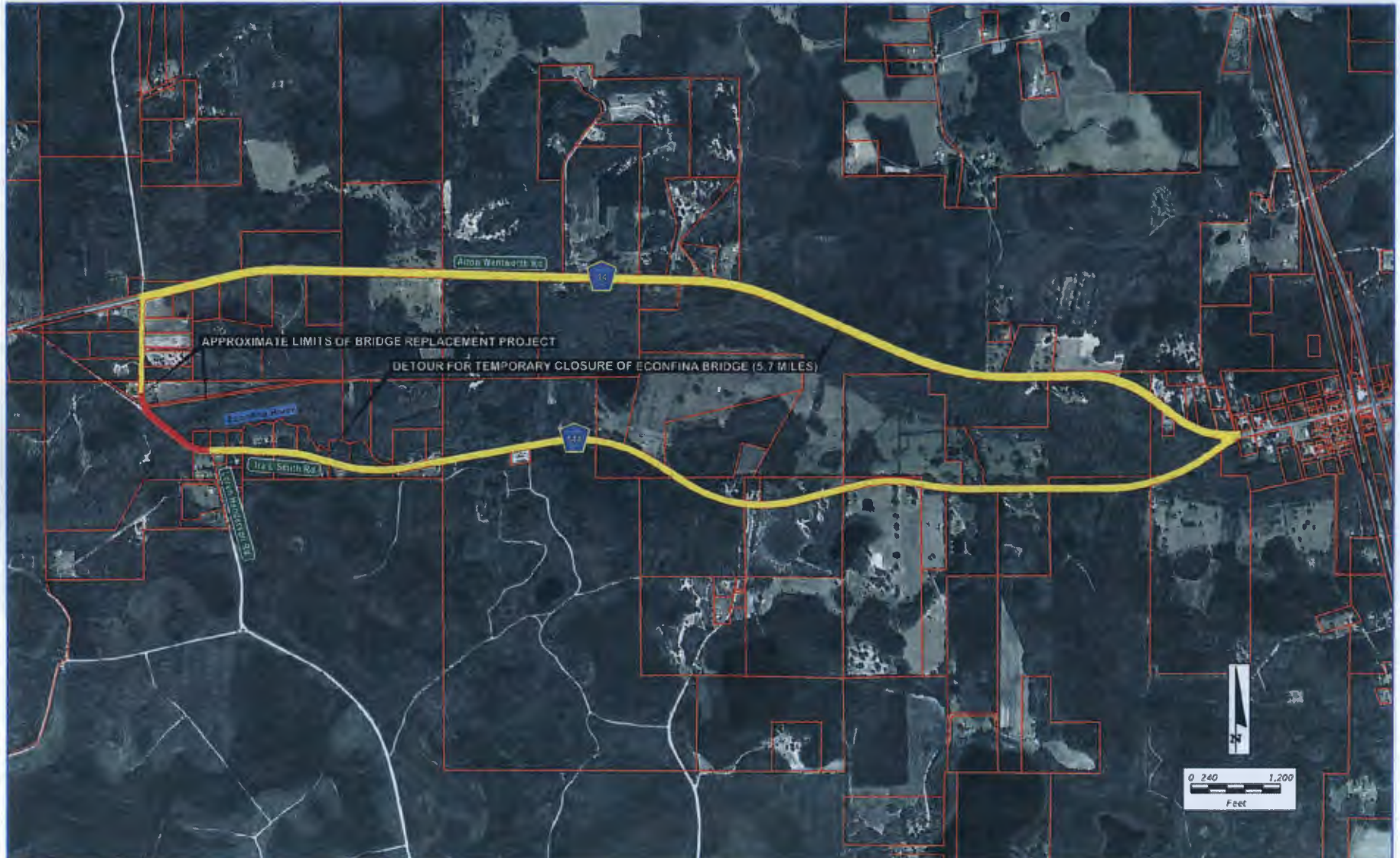
The Boards budget is such that if FDOT can only do a two lane bridge and the Board opts for a one lane bridge it will still have to find funding and prioritize it against other existing priorities.

Options:

Listen to the options to be presented and vote for option that you feel in in best interest of the county.

Attachments:

1) FDOT White Paper, 2) FDOT Diagram of proposed detour, and 3) January 31, 2014 Bridge Inspection



CR 14A OVER ECONFINA RIVER
PROJECT DEVELOPMENT AND ENVIRONMENT STUDY

LEGEND



APPROXIMATE PROJECT LIMITS



APPROXIMATE DETOUR ROUTE

CONCEPTUAL BRIDGE DETOUR

SHEET
NO.

5

White Paper for Decision to Replace Bridge Number 384006, CR 14A over Econfinia River

The purpose of this document is to provide the basis for the recommendation to replace Bridge Number 384006, CR 14A over Econfinia River in lieu of rehabilitation.

Existing Conditions

The existing Bridge 384006 consists of pre-cast concrete deck panels supported by timber pile bents with cast-in-place pile caps. The road way width on the bridge is 12.1' and the bridge has an out to out deck width of 16.1'. The bridge has six spans of 15' with a total length of 90'. The bridge was constructed in 1984 and is not eligible for listing on the National Register of Historic Places.

In lieu of standard concrete traffic railing barriers, the bridge has guardrail with the posts bolted to the pre-cast deck panels. It is posted for load of 3 tons gross and is classified as structurally deficient. The load rating is controlled by the pre-cast concrete deck slabs. The bridge is scour critical and scour has exceeded the critical point for stability during flood conditions.



Overview of Bridge 384006 showing pre-cast deck panels and guardrail – note approach roadway shoulders are not carried across the bridge.



Side view of Bridge 384006 showing substructure with bracing members added. Note bracing creates a drift collection hazard.

Proposed Conditions

The proposed replacement bridge will be designed in accordance with the latest design standards and specifications. It will have two 12' lanes, two 8' shoulders and standard concrete traffic railing barriers. This will result in an out-to-out bridge width of 39'-1". The approach roadway has substandard horizontal geometry and will be improved as feasible within the right of way.

During the Bridge Development phase of the project, the intent is to investigate providing a one span replacement bridge, thereby removing obstructions from the waterway and reducing the scour vulnerability of the bridge structure. However, if the minimum clearance above high water cannot be achieved with a one span bridge, a multi-span replacement bridge will be proposed.

Recommendation

Complete replacement of the existing bridge is recommended for the following reasons:

- The bridge's structurally deficient classification
- The current 3 ton load posting
- The scour critical nature of the existing foundations

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006

DISTRICT: 02 Lake City

PAGE: 1 OF 13

INSPECTION DATE: 1/30/2014 RBCN

BY: Kisinger Campo & Associates	STRUCTURE NAME: CR 14A/ECONFINA RIVER
OWNER: 2 County Hwy Agency	YEAR BUILT: 1984
MAINTAINED BY: 2 County Hwy Agency	SECTION NO.: 38 000 032
STRUCTURE TYPE: 1 Reinforced Concrete - 01 Slab	MP: 0.385
LOCATION: 0.5 MI EAST OF CR 14	ROUTE: 0014A
SERVICE TYPE ON: 1 Highway	FACILITY CARRIED: CR 14A/CR 170
SERV TYPE UND: 5 Waterway	FEATURE INTERSECTED: ECONFINA RIVER

☐ FUNCTIONALLY OBSOLETE ☒ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 01/30/2014 UNDERWATER: 1/14/2014

SUFFICIENCY RATING: 23.8
HEALTH INDEX: 69.94

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006

DISTRICT: 02 Lake City

PAGE: 2 OF 13

INSPECTION DATE: 1/30/2014 RBCN

BY: Kisinger Campo & Associates
OWNER: 2 County Hwy Agency
MAINTAINED BY: 2 County Hwy Agency
STRUCTURE TYPE: 1 Reinforced Concrete - 01 Slab
LOCATION: 0.5 MI EAST OF CR 14
SERVICE TYPE ON: 1 Highway
SERV TYPE UND: 5 Waterway

STRUCTURE NAME: CR 14A/ECONFINA RIVER
YEAR BUILT: 1984
SECTION NO.: 38 000 032
MP: 0.385
ROUTE: 0014A
FACILITY CARRIED: CR 14A/CR 170
FEATURE INTERSECTED: ECONFINA RIVER

- ☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS
☒ THIS BRIDGE IS SCOUR CRITICAL
☒ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION
☐ FUNCTIONALLY OBSOLETE ☒ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED:

ABOVE WATER: 01/30/2014

UNDERWATER: 1/14/2014

SMART FLAGS:

OVERALL NBI RATINGS:

None	DECK: 6 Satisfactory	CHANNEL: 6 Bank Slumping
	SUPERSTRUCTURE: 6 Satisfactory	CULVERT: N N/A (NBI)
	SUBSTRUCTURE: 3 Serious	SUFF. RATING: 23.8
	PERF. RATING: Poor	HEALTH INDEX: 69.94

FIELD PERSONNEL / TITLE / NUMBER

INITIALS

Betz, Michael - Bridge Inspector/Diver (CBI#00162) (lead)
Favreau, Andre - Bridge Inspection Technician

Hoogland, Keith - Bridge Inspector (CBI #00341)
Young, Ryan C. - Diver/Inspector
Rozar, James D. - Diver

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Rothman, David - Bridge Inspector (CBI #00056)

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Cochran, Robert - (PE #45177)
Kisinger Campo & Associates
9270 Bay Plaza Boulevard
Certificate of Authorization #2317
Tampa, FL 33619

SIGNATURE: _____

DATE: _____

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 3 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 DECKS

ELEMENT/ENV: 38/4 Bare Concrete Slab 1440 sf. ELEM CATEGORY: Decks/Slabs

CONDITION STATE (5)	DESCRIPTION	QUANTITY
2	Repaired areas and/or spalls/delaminations and/or cracks exist in the deck surface or underside. The combined distressed area is more than 2% but less than 10% of the deck area.	1440 sf.

ELEMENT INSPECTION NOTES:

Note: The concrete slabs control the load rating analysis results. Based on the load rating analysis dated 8/20/99, the structure should be posted for SU, C and ST5 type vehicles. The structure is currently posted at both approaches as follows: SU-3 Tons, C-3 Tons, and ST5-3 Tons.

CS2 - DECK TOP: The deck top has map cracks and transverse cracks up to 1/64" wide, abrasive wear up to 1/8" deep, edge spalls up to 2' x 6" x 1" and each slab unit has two 3" x 3" x 1/4" unpatched lift eyes along centerline - NO CHANGE.

Slab Units 1-2, 1-4, 2-2, 2-3, 2-4, 3-2, 3-3, 4-1, 4-4, 5-1 through 5-4, 6-1 and 6-2 have corner spalls up to 6" x 6" x 1" - NO CHANGE.

Slab Unit 1-4 has two protruding steel anchor bolts in the southwest corner and Slab Unit 6-1 has one protruding bolt in the northeast corner from previous bridge rail posts - NO CHANGE.

Slab Unit 4-4 has a 1' x 4" x 1" spall in the northwest corner - NO CHANGE.

Slab Unit 5-2 has a 1' 2" x 9" x 1/2" spall in the northeast corner - NO CHANGE.

Slab Unit 5-3 has a 1' x 7" asphalt patched area in the southeast corner - NO CHANGE.

Refer to the Appendix for additional Element Notes.

RECOMMENDATIONS: Repair spalls/honeycomb areas with exposed rebar and delaminations in the slab units. Remove exposed anchor bolts from the previous bridge rail post installations in Slab Units 1-4 and 6-1. Remove the protruding steel in the left side of Slab Unit 6-1.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 4 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 DECKS

ELEMENT/ENV: 304/4 Open Expansion Joint 112 lf. ELEM CATEGORY: Joints

CONDITION STATE (3)	DESCRIPTION	QUANTITY
2	There may be deck cracking indicating armor anchor loosening. Minor spalls in the deck and/or header may be present adjacent to the joint. There may be corrosion on joint armor steel plates. Bent or misaligned fingers are observed.	112 lf.

ELEMENT INSPECTION NOTES:

CS2 - The joints are filled with dirt and vegetation - NO CHANGE.

RECOMMENDATION: Clean and seal the joints.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 5 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 DECKS

ELEMENT/ENV: 334/4 Metal Rail Coated 180 lf. ELEM CATEGORY: Railing

CONDITION STATE (5)	DESCRIPTION	QUANTITY
2	There is little or no active corrosion. Surface corrosion has formed or is forming. Protective coating may have minor areas of deterioration.	180 lf.

ELEMENT INSPECTION NOTES:

Note: This element represents the steel guardrail panels attached to steel posts.

CS2 - All the timber cushion blocks are moderately weathered with up to 1/4" wide checks and several are rotated out of position - NO CHANGE.

The bridge rails have random impact damage up to 2' long - NO CHANGE.

Only 50% of bridge rail Post 1-1 Left bears on Slab Unit 1-1 - NO CHANGE.

Bridge rail Post 1-2 Left is missing the cushion block and has no guardrail to post connection hardware - NO CHANGE (See Photo 4).

Bridge rail Post 1-3 Left is missing the southeast anchor bolt and the northwest and northeast corners are missing the anchor bolt nuts - NO CHANGE.

The guardrail connection point at Post 4-2 Left is missing a bolt and nut - NO CHANGE.

The following is considered incidental to this element:

The southwest guardrail end terminal has impact damage - NO CHANGE.

CORRECTIVE ACTION TAKEN:

The anchor bolts and nuts for Post 1-2 left have been replaced.

RECOMMENDATIONS: Repair all impact damaged sections. Install the missing hardware at Bridge rail Posts 1-2, 1-3 and 4-2 Left. Install the missing cushion block and connection hardware at Bridge rail Post 1-2 Right.

Refer to the Appendix for additional Element Notes.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 6 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 SUBSTRUCTURE

ELEMENT/ENV: 206/4 Timber Column

29 ea.

ELEM CATEGORY: Substructure

CONDITION STATE (4)	DESCRIPTION	QUANTITY
1	Investigation indicates no decay. There may be superficial cracks, splits and checks having no affect on strength or serviceability.	4 ea.
2	Decay, insect/marine borer infestation, abrasion, splitting, cracking, checking or crushing may exist but none is sufficiently advanced to affect strength or serviceability of the element.	18 ea.
3	Decay, insect/marine borer infestation, abrasion, splitting, cracking or crushing has produced loss of strength or deflection of the element but not of a sufficient magnitude to affect the serviceability of the bridge.	5 ea.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 7 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 SUBSTRUCTURE

ELEMENT/ENV: 206/4 Timber Column 29 ea. ELEM CATEGORY: Substructure

CONDITION STATE (4)	DESCRIPTION	QUANTITY
4	Deterioration is advanced. Decay, insect/marine borer infestation, abrasion, splits, cracks or crushing has produced loss of strength or deflection that affects the serviceability of the bridge.	2 ea.

ELEMENT INSPECTION NOTES:

THIS ELEMENT REQUIRES PROMPT CORRECTIVE ACTION.

Note: There is a 1" diameter utility cable attached to the left fascia of the structure.

CS4 - Pile 2-1 sounds hollow from the cap to the mudline (remaining section is approximately 30%) and a shake around the circumference and the outer 1" is moderately decayed with an 24" x 6" x 4" area of heavy decay in the east quadrant, 3' below the cap - INCREASE (See Photo 5).

Pile 4-2 sounds hollow with decay from the cap down 5' (remaining section is approximately 10%) - NO CHANGE (See Photo 6).

CS3 - Pile 2-4 has a 1/4" wide x 3" deep check in the south quadrant, extending 2' down from the cap - NO CHANGE.

Pile 5-1 has a 3/8" wide x 2" deep check in the west quadrant, extending 4' down from the cap - NO CHANGE.

Pile 5-2 has a 3' long x 6" wide area with a hollow return in the north face, extending 4' below the cap, along a 1/4" wide split - NO CHANGE.

Pile 5-3 is in Condition State 3 due to the condition prior to jacketing - NO CHANGE.

Pile 6-3 has a 3' 6" long x 1/4" wide check in the east quadrant, extending from the cap - NO CHANGE.

CS2 - The timber piles have checks up to 1/8" wide and up to 1/2" deep soft exterior - NO CHANGE.

Piles 2-2 and 3-3 are leaning slightly to the south and Piles 4-3, 4-4 and 5-3 (jacketed pile) are leaning slightly to the north - NO CHANGE.

The following is considered incidental to this element:

The hardware for the timber longitudinal and cross bracing attached between the piles has light to moderate corrosion - NO CHANGE.

RECOMMENDATIONS: Immediately repair or replace Piles 2-1 and 4-2. Repair Piles 2-4, 5-1, 5-2 and 6-3.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 8 OF 13
INSPECTION DATE: 1/30/2014 RBCN

ELEMENT/ENV: 215/4 R/Conc Abutment 33 lf. ELEM CATEGORY: Substructure

CONDITION STATE (4)	DESCRIPTION	QUANTITY
1	The element shows little or no deterioration. There may be discoloration, efflorescence, and/or superficial cracking but without affect on strength and/or serviceability.	33 lf.

ELEMENT INSPECTION NOTES:

CS1 - Abutment 1 cap does not bear on Pile 1-1 - NO CHANGE (See Photo 7).

RECOMMENDATION: Shim Pile 1-1 to provide bearing with Abutment 1 cap.

ELEMENT/ENV: 234/4 R/Conc Cap 90 lf. ELEM CATEGORY: Substructure

CONDITION STATE (4)	DESCRIPTION	QUANTITY
2	Minor cracks, spalls and scaling may be present but there is no exposed reinforcing or surface evidence of rebar corrosion.	86 lf.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 9 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 SUBSTRUCTURE

ELEMENT/ENV: 234/4 R/Conc Cap		90 lf.	ELEM CATEGORY: Substructure
CONDITION STATE (4)	DESCRIPTION	QUANTITY	
3	Some delaminations, moderate cracks, spalls and/or scaling may be present and some reinforcing may be exposed. Corrosion of rebar may be present but loss of section is incidental and does not significantly affect the strength and/or serviceability of either the element or the bridge.	4 lf.	

ELEMENT INSPECTION NOTES:

CS3 - Bent 2 cap has an 11" x 2" delamination in the bottom west edge over Pile 2-1 - NO CHANGE.

Bent 2 cap has a 7" x 5" x 1-1/2" spall with exposed rebar (with light surface corrosion) in the bottom southeast corner - NO CHANGE (See Photo 8).

Bent 4 cap has a 1' x 5" delamination in the bottom east edge over Pile 4-3 - NO CHANGE.

Bent 5 cap has two spalls up to 4" x 3" x 1/2" with exposed rebar (minimal section loss) due to lack of concrete cover, in the bottom face over Pile 5-2 - NO CHANGE.

CS2 - The intermediate bent caps have vertical cracks up to 1/64" (previously 1/32") wide, with some extending across the bottom faces - NO CHANGE.

Bent 2 cap has a 5" x 4' x 1" spall in the west face over Pile 2-1 and Pile 2-2 does not have full bearing with Bent 2 cap - NO CHANGE.

Bent 3 cap has a 1' x 8" x 1" spall in the west face at the south end - NO CHANGE.

Bent 4 cap has a 1' x 6" x 1/2" spall in the west face over Pile 4-1 - NO CHANGE.

Bent 5 cap has a 1' x 3" x 1" spall in the west face between Piles 5-1 and 5-2 - NO CHANGE.

RECOMMENDATIONS: Repair the delamination in the west edge and spall in the southeast corner of Bent 2 cap. Repair the delamination in east edge of Bent 4 cap. Repair the spalls in the underside of Bent 5 cap.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 10 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 SUBSTRUCTURE

ELEMENT/ENV: 298/4 Pile Jacket Bare 5 ea. ELEM CATEGORY: Substructure

CONDITION STATE (4)	DESCRIPTION	QUANTITY
1	There is little or no deterioration. Surface defects only are in evidence.	5 ea.

ELEMENT INSPECTION NOTES:

Note: This element represents the concrete jackets on Piles 1-1 through 1-4 and Pile 5-3.

CS2 - The pile jacket on Pile 5-3 has scale damage up to 1/8" deep - NO CHANGE.

Pile Jacket 5-3 has a 25" x 11" x 4" void in north face with one piece of exposed horizontal steel at the mudline - NO CHANGE.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 11 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 CHANNEL

ELEMENT/ENV: 290/4 Channel		1 ea.	ELEM CATEGORY: Channel
CONDITION STATE (4)	DESCRIPTION	QUANTITY	
2	Bank protection is in need of minor repairs, bank may be beginning to slump, minor stream bed movement may be evident or debris may be present.	1 ea.	

ELEMENT INSPECTION NOTES:

Note: This bridge is Scour Critical. SIA Item 113 is coded a 3 SC - Unstable. The Phase 4 Plan of Action was reviewed and corrective action is required at this time as noted herein.

CS2 - There is loose timber drift scattered throughout the channel - NO CHANGE.

There are several timber pile stubs in the channel - NO CHANGE.

The channel bottom drops 2' from the west side to the east side of Bent 3 - NO CHANGE.

There is scattered rock rubble throughout the channel - NO CHANGE.

Aggradation in excess of 3' was noted at Abutment 1 Left, Bents 2 and 3 Left and at Abutment 7 Right, when compared to the 2/88 measurements - NO CHANGE.

Significant scour was noted at Bent 5 Left when compared to the 2/88 measurements - NO CHANGE.

Refer to the groundline measurements and channel profiles in the Appendix.

RECOMMENDATIONS:

According to the Phase 4 Scour Evaluation Report dated 5/31/2013:

Design and construct permanent scour countermeasures (structural and hydraulic) to protect from scour and future degradation at the bridge.

Continue current increased bridge inspections at least annually and following severe storm events (25 year event or greater) to monitor scour depths at piers and abutments until countermeasures are installed. Owner is responsible for monitoring, following significant storm events.

Prepare and update contingency plan should the bridge require closure during severe storm events until countermeasures are installed.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 12 OF 13
INSPECTION DATE: 1/30/2014 RBCN

All Elements

UNIT: 0 MISCELLANEOUS

ELEMENT/ENV: 321/4 R/Conc Approach Slab 2 ea.

ELEM CATEGORY: Other Elements

CONDITION STATE (4)	DESCRIPTION	QUANTITY
2	Minor cracking, spalls may be present but they do not affect the ability of the slab to carry traffic. Settlement may be occurring which increases the traffic impact on the bridge.	2 ea.

ELEMENT INSPECTION NOTES:

CS2 - The asphalt overlay over both approach slabs has full length x up to 1/8" wide longitudinal cracks and a 1/16" wide transverse crack near the center of the slabs - NO CHANGE.

The following is considered incidental to this element:

Both approach roadways have settlement up to 1" deep at the approach slab/approach roadway transitions - NO CHANGE.

The southwest approach shoulder has an 8' x 10' x 1' area of run-off erosion behind the guardrail, approximately 25' west of the bridge - NO CHANGE.

RECOMMENDATION: Level both approach slab/approach roadway transitions.

ELEMENT/ENV: 476/4 Timber Walls

95 lf.

ELEM CATEGORY: Other Elements

CONDITION STATE (4)	DESCRIPTION	QUANTITY
1	Investigation indicates no decay. There may be superficial cracks, splits and checks having no affect on strength or serviceability.	87 lf.
3	Decay, insect/marine borer infestation, abrasion, splitting, cracking or crushing has produced loss of strength or deflection of the element but not of a sufficient magnitude to affect the serviceability of the bridge.	8 lf.

ELEMENT INSPECTION NOTES:

Note: This element represents both abutment backwalls, the four wingwalls and a total of eight timber piles for the wingwalls.

CS3 – The timber piles at the wingwalls are leaning and the tops have up to 40% deterioration - NO CHANGE. (See Photo 9).

RECOMMENDATION: Repair/replace the timber piles at the wingwalls.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM**

Inspection Report with PDF attachment(s)

BRIDGE ID: 384006
DISTRICT: 02 Lake City

PAGE: 13 OF 13
INSPECTION DATE: 1/30/2014 RBCN

Structure Notes

BRIDGE OWNER: TAYLOR COUNTY
Structure inventoried from west to east.

This bridge is in FDOT Work Program. Construction is scheduled for FY17/18

Note: This structure is on a 6 month inspection frequency due to SIA Item 60, Substructure, being coded a 3 Serious, and a 12 month inspection frequency due to SIA Item 70, Posting, being coded a 1.

The scour/storm information was updated and the bridge was changed from U-unknown foundation to 3-scour critical as a result of the Unknown Foundation Scour Project findings and the Phase III Scour Evaluation report.mdm 08/13

A new photo inventory will be required in 2022 unless upgrades/reconstruction alter structure or approach roadway prior to 2022.

INSPECTION NOTES: RBCN 1/30/2014

Sufficiency Rating Calculation Accepted by KNKCADG-P at 2014-03-04 09:39:27

TRAFFIC RESTRICTION: The Florida Department of Transportation has directed Kisinger, Campo & Associates to express the Department's policies to post weight restrictions by the Operating Ratings. Based on conditions identified in this inspection report, the current load rating analysis dated 8/20/99, is valid and the structure should be posted for SU, C and ST5 type vehicles. The structure is posted either at or below the Operating Ratings for SU, C and ST5 type vehicles.

Due to the condition of the timber piles, it is recommended that the structure remain posted for the SU, C and ST5 type vehicles at 3 Tons each until the repairs/replacement of piles are complete.

This is a one lane bridge for two way traffic.

**FLORIDA DEPARTMENT OF TRANSPORTATION
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Description

Structure Unit Identification

Bridge/Unit Key: 384006 0

Structure Name: CR 14A/ECONFINA RIVER

Description: SPANS 1 THRU 6

Type: M Main

Roadway Identification:

NBI Structure No (8) 384006

Position/Prefix (5) Route On Structure

Kind Hwy (Rte Prefix) 4 County Hwy

Design Level of Service 1 Mainline

Route Number/Suffix 0014A/ 0 N/A (NBI)

Feature Intersect (6) ECONFINA RIVER

Critical Facility Not Defense-crit

Facility Carried (7) CR 14A/CR 170

Mile Point (11) 0.385

Latitude (16) 030d17'13.0"

Long (17) 083d40'57.0"

Roadway Classification

Nat. Hwy Sys (104) 0 Not on NHS

National base Net (12) Not on Base Network

LRS Inventory Rte (13a) 38 000 032

Sub Rte (13b) 00

Functional Class (26) 09 Rural Local

On Federal Aid System N

Defense Hwy (100) 0 Not a STRAHNET hwy

Direction of Traffic (102) 3 1-lane Br for 2-way

Emergency ☐

Roadway Traffic and Accidents

Lanes (28) 1 Medians 0 Speed 25 mph

ADT Class ADT Class 1

Recent ADT (29) 51 Year (30) 2014

Future ADT (114) 88 Year (115) 2036

Truck % ADT (109) 0

Detour Length (19) 5.6 mi

Detour Speed 15 mph

Accident Count -1 Rate -1

Roadway Clearances

Vertical (10) 99.99 ft Appr. Road (32) 19

Horiz. (47) 12 ft Roadway (51) 12 ft

Truck Network (110) 0 Not part of natl netwo

Toll Facility (20) 3 On free road

Fed. Lands Hwy (105) 0 N/A (NBI)

School Bus Route ☒

Transit Route ☐

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Structure Identification

Admin Area Not located in area
District (2) D2 - Lake City
County (3) (38) Taylor
Place Code (4) No city involved
Location (9) 0.5 MI EAST OF CR 14
Border Br St/Reg (98) Not Applicable (P) Share 0 %
Border Struct No (99)
FIPS State/Region (1) 12 Florida Region 4-Atlanta
NBIS Bridge Len (112) Meets NBI Length
Parallel Structure (101) No || bridge exists
Temp. Structure (103) Not Applicable (P)
Maint. Resp. (21) 2 County Hwy Agency
Owner (22) 2 County Hwy Agency
Historic Signif. (37) 5 Not eligible for NRHP

Geometrics

Spans in Main Unit (45) 6
Approach Spans (46) 0
Length of Max Span (48) 15 ft
Structure Length (49) 90 ft
Total Length 90 ft
Deck Area 1440 sqft
Structure Flared (35) 0 No flare

Age and Service

Year Built (27) 1984
Year Reconstructed (106) 0
Type of Service On (42a) 1 Highway
Under (42b) 5 Waterway
Fracture Critical Details Not Applicable

Structure Type and Material

Curb/Sidewalk (50): Left 0 ft Right 0 ft
Bridge Median (33): 0 No median
Main Span Material (43A): 1 Reinforced Concrete
Appr Span Material (44A): Not Applicable
Main Span Design (43B): 01 Slab
Appr Span Design (44B): Not Applicable

Deck Type and Material

Deck Width (52): 16
Skew (34): 0
Deck Type (107): 2 Concrete Precast Panel
Surface (108): 0 None
Membrane: 0 None
Deck Protection: None

Appraisal

Structure Appraisal

Open/Posted/Closed (41) P Posted for load
Deck Geometry (68) 4 Tolerable
Underclearances (69) N Not applicable (NBI)
Approach Alignment (72) 6-Touch Brake/Downshift
Bridge Railings (36a) 0 Substandard
Transitions (36b) 0 Substandard
Approach Guardrail (36c) 0 Substandard
Approach Guardrail ends (36d) 0 Substandard
Scour Critical (113) 3 SC - Unstable

Navigation Data

Navigation Control (38) Permit Not Required
Nav Vertical Clr (39) 0 ft
Nav Horizontal Clr (40) 0 ft
Min Vert Lift Clr (116) 0 ft
Pier Protection (111) Not Applicable (P)

NBI Condition Rating

Sufficiency Rating 23.8
Health Index 69.94
Structural Eval (67) 3 Intolerable - Correct
Deficiency Structurally Deficient

Minimum Vertical Clearance

Over Structure (53) 99.99 ft
Under (reference) (54a) N Feature not hwy or RR
Under (54b) 0 ft

Minimum Lateral Underclearance

Reference (55a) N Feature not hwy or RR
Right Side (55b) 0 ft
Left Side (56) 0 ft

Load Rating

Design Load (31) 0 Unknown
Rating Date 8/20/1999 Initials GAK
Posting (70) 1 30.0-39.9%below

Operating Type (63) 1 LF Load Factor
Operating rating (64) 26 tons Alternate -1
Inventory Type (65) 1 LF Load Factor
Inventory Rating (66) 15.6 tons Alternate -1
Alt Meth -1

Schedule

Current Inspection

Inspection Date: 01/30/2014
Inspector: KNKCABA-P - Michael Betz
Bridge Group: C9B92
Primary Type: Regular NBI
Review Required: ☒

Next Inspection Date Scheduled

NBI: 1/30/2016
Element: 07/30/2014
Fracture Critical:
Underwater: 07/30/2014
Other/Special: 07/30/2014

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

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Schedule Cont.

Inspection Types
Performed

NBI ☒ Element ☒ Fracture Critical ☐ Underwater ☒ Other Special ☒

<u>Inspection Intervals</u>	<u>Required (92)</u>	<u>Frequency (92)</u>	<u>Last Date (93)</u>	<u>Inspection Resources</u>
Fracture Critical	<input type="checkbox"/>	mos		Crew Hours 6
Underwater	<input checked="" type="checkbox"/>	6 mos	01/14/2014	Flagger Hours 0
Other Special	<input type="checkbox"/>	mos	01/30/2014	Helper Hours 0
NBI		24 mos (91)	01/30/2014 (90)	Snooper Hours 0
				Special Crew Hours 3
				Special Equip Hours 0

Custom

General Bridge Information

Parallel Bridge Seq	Bridge Rail 1 Steel guard/steel post
Channel Depth 9.101 ft	Bridge Rail 2 Not applicable-No rail
Radio Frequency -1	Electrical Devices No electric service
Phone Number (000) 000-0001	Culvert Type Not applicable
Exception Date	Maintenance Yard Not FDOT Maintained
Exception Type Unknown	FIHS ON / OFF No Routes on FIHS
Accepted By Construction 01/01/1984	Previous Structure
Warranty Expiration 00/00/0000	2nd Previous Structure
	Replacement Structure

Bridge Load Rating Information

HS20 Govr. Span Length 15.1 ft	Single Unit Truck 2 Axles 17.8 tons
L-Rating Origination Unknown	Single Unit Truck 3 Axles 23.7 tons
Load Rating Date 08/20/1999	Single Unit Truck 4 Axles 23.5 tons
Method Calculation AASHTO formula	Combination Unit Truck 3 Axles 29.301 tons
Load Dist. Factor 0.204	Combination Unit Truck 4 Axles 26.3 tons
Impact Factor 30	Combination Unit Truck 5 Axles 28.7 tons
Design Method Unknown	Truck Trailer 5 Axles 34.6 tons
Design Measure English	Posting Weight 99 tons
Recommend SU Posting 3 tons	Actual SU Posting 3 tons
Recommend C Posting 3 tons	Actual C Posting 3 tons
Recommend ST Posting 3 tons	Actual ST Posting 3 tons
Gov FB Span 0 ft	FL 120 Long Gov Span -1 tons
Gov FB Spacing 0 ft	FL 120 Trans -1 tons
FB HS20 Rating 0 tons	Single Axle Trans -1 tons
FB SU4 Rating 0 tons	Tandem Axle Trans -1 tons
FB Present N	Wing Span -1 ft
FB INV Rating Factor 0	Web to Web Span -1 ft
FB OPR Rating Factor 0	HS20 OPR Rating Max Span 26 tons
FB FL 120 0 tons	FL120 Long Max Span -1 tons

Bridge Scour and Storm Information

Pile Driving Record No pile driving records	Scour Recommended I Perform Phase II
Foundation Type Foundation details	Scour Recommended II Perform Phase III
Mode of Flow Riverine	Scour Recommended III Perform Phase IV
Rating Scour Eval Scour Critical	Scour Elevation 49.6 ft
Highest Scour Eval Phase IV completed	Action Elevation 50.6 ft
	Storm Frequency 100

Condition

NBI Rating

Channel (61) 6 Bank Slumping	Culvert (62) N N/A (NBI)
Deck (58) 6 Satisfactory	Waterway (71) 8 Equal Desirable
Superstructure (59) 6 Satisfactory	Unrepaired Spalls -1 sq.ft.
Substructure (60) 3 Serious	Review Required <input checked="" type="checkbox"/>

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Elements

Inspection Date: 1/30/2014RBCN

Span Id	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	Qty5	%5	T Qty
0	38/4	Bare Concrete Slab	0	.	1440	100.	0	.	0	.	0	.	1440 sf.

Notes Note: The concrete slabs control the load rating analysis results. Based on the load rating analysis dated 8/20/99, the structure should be posted for SU, C and ST5 type vehicles. The structure is currently posted at both approaches as follows: SU-3 Tons, C-3 Tons, and ST5-3 Tons.

CS2 - DECK TOP: The deck top has map cracks and transverse cracks up to 1/64" wide, abrasive wear up to 1/8" deep, edge spalls up to 2' x 6" x 1" and each slab unit has two 3" x 3" x 1/4" unpatched lift eyes along centerline - NO CHANGE.

Slab Units 1-2, 1-4, 2-2, 2-3, 2-4, 3-2, 3-3, 4-1, 4-4, 5-1 through 5-4, 6-1 and 6-2 have corner spalls up to 6" x 6" x 1" - NO CHANGE.

Slab Unit 1-4 has two protruding steel anchor bolts in the southwest corner and Slab Unit 6-1 has one protruding bolt in the northeast corner from previous bridge rail posts - NO CHANGE.

Slab Unit 4-4 has a 1' x 4" x 1" spall in the northwest corner - NO CHANGE.

Slab Unit 5-2 has a 1' 2" x 9" x 1/2" spall in the northeast corner - NO CHANGE.

Slab Unit 5-3 has a 1' x 7" asphalt patched area in the southeast corner - NO CHANGE.

Refer to the Appendix for additional Element Notes.

RECOMMENDATIONS: Repair spalls/honeycomb areas with exposed rebar and delaminations in the slab units. Remove exposed anchor bolts from the previous bridge rail post installations in Slab Units 1-4 and 6-1. Remove the protruding steel in the left side of Slab Unit 6-1.

0	304/4	Open Expansion Joint	0	.	112	100.	0	.	0	.	0	.	112 lf.
---	-------	----------------------	---	---	-----	------	---	---	---	---	---	---	---------

Notes CS2 - The joints are filled with dirt and vegetation - NO CHANGE.

RECOMMENDATION: Clean and seal the joints.

0	334/4	Metal Rail Coated	0	.	180	100.	0	.	0	.	0	.	180 lf.
---	-------	-------------------	---	---	-----	------	---	---	---	---	---	---	---------

Notes Note: This element represents the steel guardrail panels attached to steel posts.

CS2 - All the timber cushion blocks are moderately weathered with up to 1/4" wide checks and several are rotated out of position - NO CHANGE.

The bridge rails have random impact damage up to 2' long - NO CHANGE.

Only 50% of bridge rail Post 1-1 Left bears on Slab Unit 1-1 - NO CHANGE.

Bridge rail Post 1-2 Left is missing the cushion block and has no guardrail to post connection hardware - NO CHANGE (See Photo 4).

Bridge rail Post 1-3 Left is missing the southeast anchor bolt and the northwest and northeast corners are missing the anchor bolt nuts - NO CHANGE.

The guardrail connection point at Post 4-2 Left is missing a bolt and nut - NO CHANGE.

The following is considered incidental to this element:
The southwest guardrail end terminal has impact damage - NO CHANGE.

CORRECTIVE ACTION TAKEN:
The anchor bolts and nuts for Post 1-2 left have been replaced.

RECOMMENDATIONS: Repair all impact damaged sections. Install the missing hardware at Bridge rail Posts 1-2, 1-3 and 4-2 Left. Install the missing cushion block and connection hardware at Bridge rail Post 1-2 Right.

Refer to the Appendix for additional Element Notes.

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Elements

Inspection Date: 1/30/2014RBCN

Span Id	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	Qty5	%5	T Qty
0	206/4	Timber Column	4	13.79	18	62.07	5	17.24	2	6.9	0	.	29 ea.

Notes THIS ELEMENT REQUIRES PROMPT CORRECTIVE ACTION.

Note: There is a 1" diameter utility cable attached to the left fascia of the structure.

CS4 - Pile 2-1 sounds hollow from the cap to the mudline (remaining section is approximately 30%) and a shake around the circumference and the outer 1" is moderately decayed with an 24" x 6" x 4" area of heavy decay in the east quadrant, 3' below the cap - INCREASE (See Photo 5).

Pile 4-2 sounds hollow with decay from the cap down 5' (remaining section is approximately 10%) - NO CHANGE (See Photo 6).

CS3 - Pile 2-4 has a 1/4" wide x 3" deep check in the south quadrant, extending 2' down from the cap - NO CHANGE.

Pile 5-1 has a 3/8" wide x 2" deep check in the west quadrant, extending 4' down from the cap - NO CHANGE.

Pile 5-2 has a 3' long x 6" wide area with a hollow return in the north face, extending 4' below the cap, along a 1/4" wide split - NO CHANGE.

Pile 5-3 is in Condition State 3 due to the condition prior to jacketing - NO CHANGE.

Pile 6-3 has a 3' 6" long x 1/4" wide check in the east quadrant, extending from the cap - NO CHANGE.

CS2 - The timber piles have checks up to 1/8" wide and up to 1/2" deep soft exterior - NO CHANGE.

Piles 2-2 and 3-3 are leaning slightly to the south and Piles 4-3, 4-4 and 5-3 (jacketed pile) are leaning slightly to the north - NO CHANGE.

The following is considered incidental to this element:

The hardware for the timber longitudinal and cross bracing attached between the piles has light to moderate corrosion - NO CHANGE.

RECOMMENDATIONS: Immediately repair or replace Piles 2-1 and 4-2. Repair Piles 2-4, 5-1, 5-2 and 6-3.

0	215/4	R/Conc Abutment	33	100.	0	.	0	.	0	.	0	.	33 lf.
---	-------	-----------------	----	------	---	---	---	---	---	---	---	---	--------

Notes CS1 - Abutment 1 cap does not bear on Pile 1-1 - NO CHANGE (See Photo 7).

RECOMMENDATION: Shim Pile 1-1 to provide bearing with Abutment 1 cap.

0	234/4	R/Conc Cap	0	.	86	95.56	4	4.44	0	.	0	.	90 lf.
---	-------	------------	---	---	----	-------	---	------	---	---	---	---	--------

Notes CS3 - Bent 2 cap has an 11" x 2" delamination in the bottom west edge over Pile 2-1 - NO CHANGE.

Bent 2 cap has a 7" x 5" x 1-1/2" spall with exposed rebar (with light surface corrosion) in the bottom southeast corner - NO CHANGE (See Photo 8).

Bent 4 cap has a 1' x 5" delamination in the bottom east edge over Pile 4-3 - NO CHANGE.

Bent 5 cap has two spalls up to 4" x 3" x 1/2" with exposed rebar (minimal section loss) due to lack of concrete cover, in the bottom face over Pile 5-2 - NO CHANGE.

CS2 - The intermediate bent caps have vertical cracks up to 1/64" (previously 1/32") wide, with some extending across the bottom faces - NO CHANGE.

Bent 2 cap has a 5" x 4' x 1" spall in the west face over Pile 2-1 and Pile 2-2 does not have full bearing with Bent 2 cap - NO CHANGE.

Bent 3 cap has a 1' x 8" x 1" spall in the west face at the south end - NO CHANGE.

Bent 4 cap has a 1' x 6" x 1/2" spall in the west face over Pile 4-1 - NO CHANGE.

Bent 5 cap has a 1' x 3" x 1" spall in the west face between Piles 5-1 and 5-2 - NO CHANGE.

RECOMMENDATIONS: Repair the delamination in the west edge and spall in the southeast corner of Bent 2 cap. Repair the delamination in east edge of Bent 4 cap. Repair the spalls in the underside of Bent 5 cap.

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Elements

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Span Id	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	Qty5	%5	T Qty
0	298/4	Pile Jacket Bare	5	100.	0	.	0	.	0	.	0	.	5 ea.

Notes Note: This element represents the concrete jackets on Piles 1-1 through 1-4 and Pile 5-3.

CS2 - The pile jacket on Pile 5-3 has scale damage up to 1/8" deep - NO CHANGE.

Pile Jacket 5-3 has a 25" x 11" x 4" void in north face with one piece of of exposed horizontal steel at the mudline - NO CHANGE.

0	290/4	Channel	0	.	1	100.	0	.	0	.	0	.	1 ea.
---	-------	---------	---	---	---	------	---	---	---	---	---	---	-------

Notes Note: This bridge is Scour Critical. SIA Item 113 is coded a 3 SC - Unstable. The Phase 4 Plan of Action was reviewed and corrective action is required at this time as noted herein.

CS2 - There is loose timber drift scattered throughout the channel - NO CHANGE.

There are several timber pile stubs in the channel - NO CHANGE.

The channel bottom drops 2' from the west side to the east side of Bent 3 - NO CHANGE.

There is scattered rock rubble throughout the channel - NO CHANGE.

Aggradation in excess of 3' was noted at Abutment 1 Left, Bents 2 and 3 Left and at Abutment 7 Right, when compared to the 2/88 measurements - NO CHANGE.

Significant scour was noted at Bent 5 Left when compared to the 2/88 measurements - NO CHANGE.

Refer to the groundline measurements and channel profiles in the Appendix.

RECOMMENDATIONS:

According to the Phase 4 Scour Evaluation Report dated 5/31/2013:

Design and construct permanent scour countermeasures (structural and hydraulic) to protect from scour and future degradation at the bridge. Continue current increased bridge inspections at least annually and following severe storm events (25 year event or greater) to monitor scour depths at piers and abutments until countermeasures are installed. Owner is responsible for monitoring, following significant storm events.

Prepare and update contingency plan should the; bridge require closure during severe storm events until countermeasures are installed.

0	321/4	R/Conc Approach Slab	0	.	2	100.	0	.	0	.	0	.	2 ea.
---	-------	----------------------	---	---	---	------	---	---	---	---	---	---	-------

Notes CS2 - The asphalt overlay over both approach slabs has full length x up to 1/8" wide longitudinal cracks and a 1/16" wide transverse crack near the center of the slabs - NO CHANGE.

The following is considered incidental to this element:

Both approach roadways have settlement up to 1" deep at the approach slab/approach roadway transitions - NO CHANGE.

The southwest approach shoulder has an 8' x 10' x 1' area of run-off erosion behind the guardrail, approximately 25' west of the bridge - NO CHANGE.

RECOMMENDATION: Level both approach slab/approach roadway transitions.

0	476/4	Timber Walls	87	91.58	0	.	8	8.42	0	.	0	.	95 lf.
---	-------	--------------	----	-------	---	---	---	------	---	---	---	---	--------

Notes Note: This element represents both abutment backwalls, the four wingwalls and a total of eight timber piles for the wingwalls.

CS3 - The timber piles at the wingwalls are leaning and the tops have up to 40% deterioration - NO CHANGE. (See Photo 9).

RECOMMENDATION: Repair/replace the timber piles at the wingwalls.

Total Number of Elements: 10

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Inspection Information

Inspection Date: 01.30.2014

Type: Regular NBI

Inspector: KNNCABA-P - Michael Betz

Inspection Notes: Sufficiency Rating Calculation Accepted by KNNCADG-P at 2014-03-04 09:39:27

TRAFFIC RESTRICTION: The Florida Department of Transportation has directed Kisinger, Campo & Associates to express the Department's policies to post weight restrictions by the Operating Ratings. Based on conditions identified in this inspection report, the current load rating analysis dated 8/20/99, is valid and the structure should be posted for SU, C and ST5 type vehicles. The structure is posted either at or below the Operating Ratings for SU, C and ST5 type vehicles.

Due to the condition of the timber piles, it is recommended that the structure remain posted for the SU, C and ST5 type vehicles at 3 Tons each until the repairs/replacement of piles are complete.

This is a one lane bridge for two way traffic.

Structure Notes

BRIDGE OWNER: TAYLOR COUNTY
Structure inventoried from west to east.

This bridge is in FDOT Work Program. Construction is scheduled for FY17/18

Note: This structure is on a 6 month inspection frequency due to SIA Item 60, Substructure, being coded a 3 Serious, and a 12 month inspection frequency due to SIA Item 70, Posting, being coded a 1.

The scour/storm information was updated and the bridge was changed from U-unknown foundation to 3-scour critical as a result of the Unknown Foundation Scour Project findings and the Phase III Scour Evaluation report.mdm 08/13

A new photo inventory will be required in 2022 unless upgrades/reconstruction alter structure or approach roadway prior to 2022.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014

**PREPARED FOR: FDOT DISTRICT 2
BRIDGE OWNER: TAYLOR COUNTY
BY: KISINGER CAMPO AND ASSOCIATES**

Bridge Name: CR 14A/CR 170 over Econfinia River

Location: 0.5 Mi. East of CR 14

Facility Carried: CR 14A/CR 170

Feature Intersected: Econfinia River

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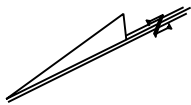
Bridge Drawings (Plan, Elevation & Typical Section).....	Page 2
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BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX

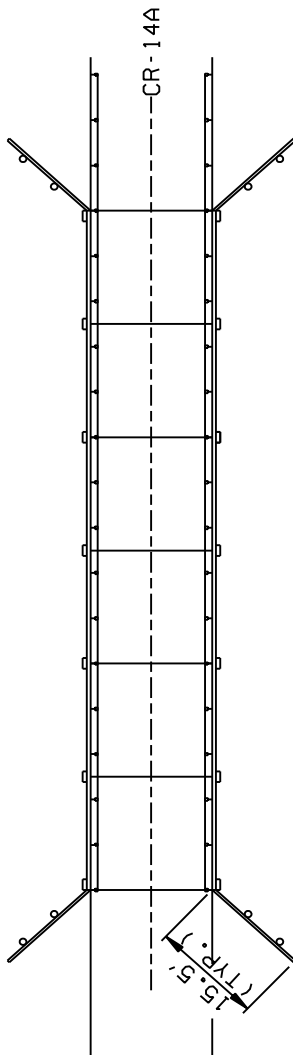
Bridge No. 384006

Type of Inspection: Routine

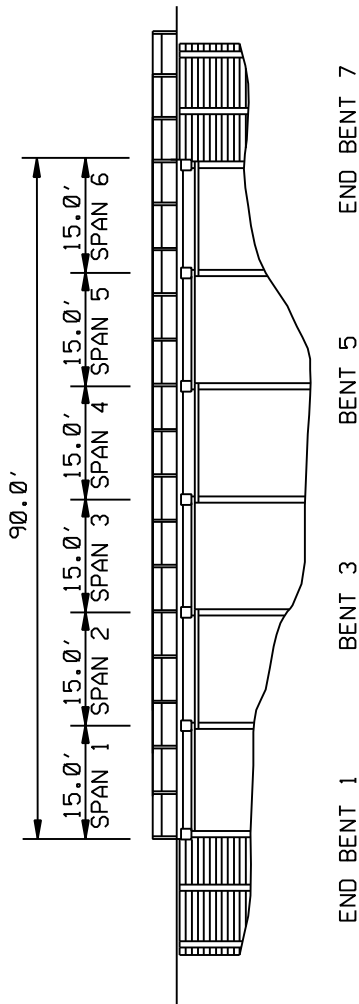
Inspection Date: 1/30/2014



DIRECTION
OF INSPECTION



PLAN
NOT TO SCALE



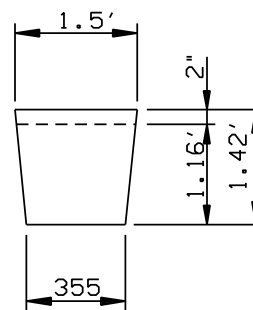
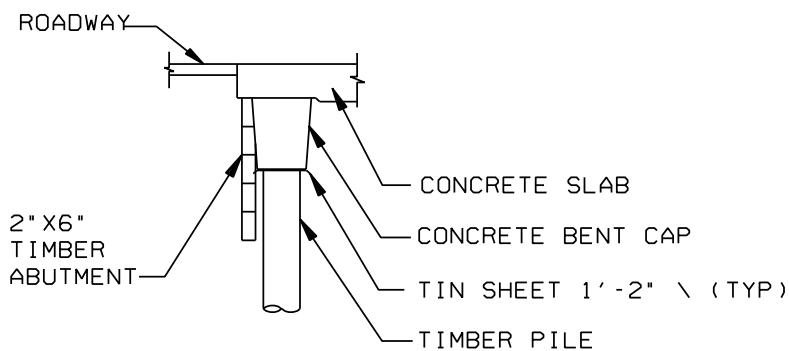
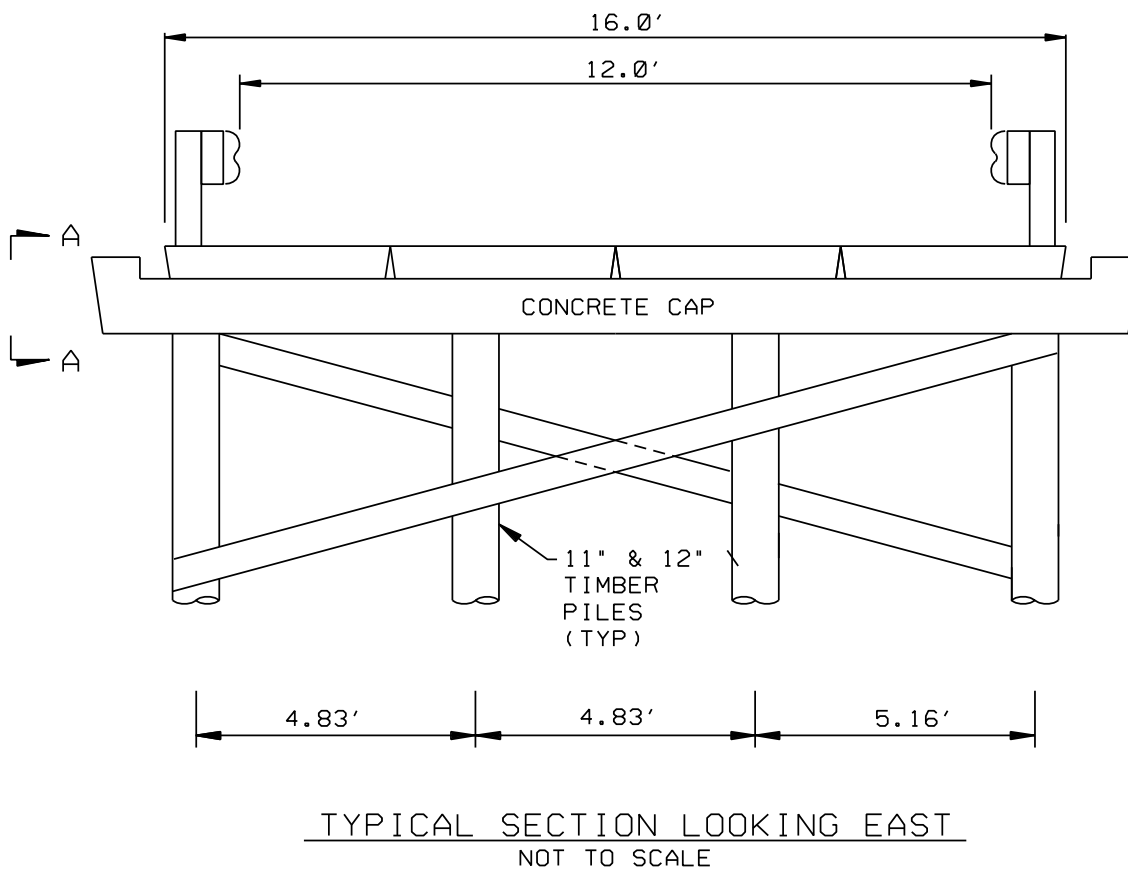
ELEVATION
NOT TO SCALE

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BRIDGE INSPECTION REPORT
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Type of Inspection: Routine

Inspection Date: 1/30/2014



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BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014

Continuation of Element 38 Bare Concrete Slab:

CS2 - DECK TOP (Continued): Slab Unit 6-1 has 6" of steel protruding out of the left side – NO CHANGE.

Slab Unit 6-2 has a 2' x 1' delamination in the northeast corner – NO CHANGE (See Photo 1).

Slab Unit 6-3 has a 2' long x 1/32" wide diagonal crack in the southeast corner – NO CHANGE.

Slab Unit 6-4 has a 2' 10" long x 1/32" wide diagonal crack in the northeast corner – NO CHANGE.

The longitudinal joints between random slab units are open up to 1/2" – NO CHANGE.

DECK UNDERSIDE: The deck underside has up to full slab unit width x 1/64" wide transverse cracks, some with light efflorescence and water staining, areas of exposed rebar up to 6" long throughout due to lack of cover, random full slab width x up to 2' x 1-1/4" areas of honeycomb and spalls with exposed rebar with approximately 20% section loss – NO CHANGE (See Photo 2).

There is up to 1/4" difference in elevation between adjacent slab units – NO CHANGE.

Slab Unit 2-1 has a 9" x 3" delamination in the south edge at Bent 2 and a 10" x 7" x 1-1/2" spall with exposed rebar in north edge at the 2/3 point – NO CHANGE.

Slab Unit 3-1 has a 1' x 9" x 2-1/2" spall with exposed rebar at Bent 3, a 8" x 6" x 2" spall in the left edge near mid-span and a 1' x 8" x 3" spall with exposed rebar at Bent 4 – NO CHANGE.

Slab Unit 3-2 has full slab width x 2' x 1-1/4" honeycomb area with exposed rebar at Bent 4 – NO CHANGE (See Photo 3).

Slab Unit 4-4 has a 6" x 6" x 1" spall in the bottom south corner at Bent 5 – NO CHANGE.

Slab Unit 6-3 has a 1' x 2" x 1/2" spall with exposed rebar (up to 10% section loss) at Bent 6 – NO CHANGE.

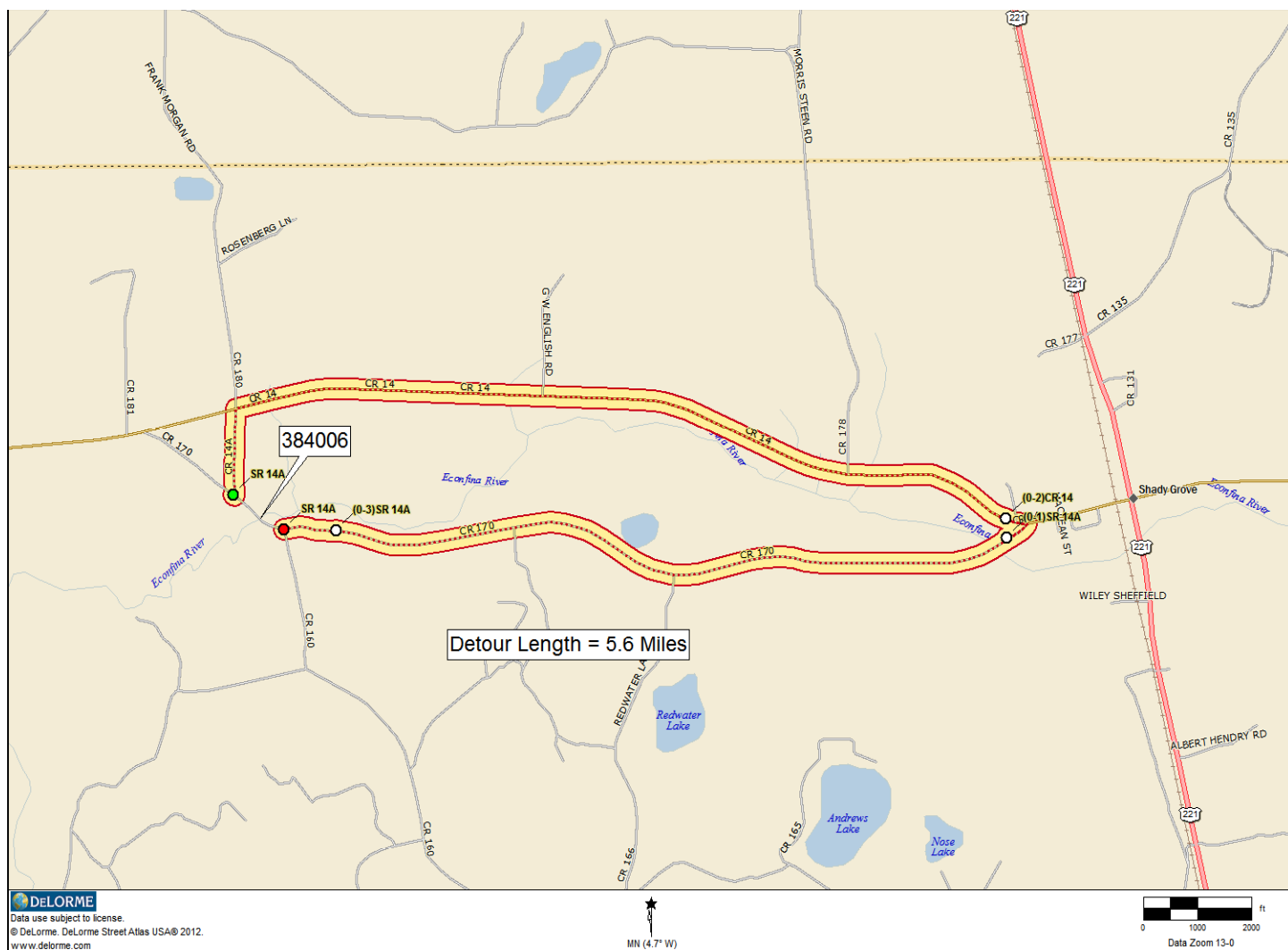
Slab Unit 6-4 has five spalls up to 10" x 10" x 2" with exposed rebar (up to 25% section loss); two are at mid-span and three are at Abutment 7 – NO CHANGE.

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM BRIDGE INSPECTION REPORT APPENDIX

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



CR 14A/CR 170 over Econfina River

0.5 Mi. East of CR 14

 Detour Route

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



West Approach



North Elevation

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



Photo 1: Element 38 – Delamination in deck top of Slab Unit 6-2 at the northeast corner



Photo 2: Element 38 – Exposed rebar due to lack of cover, Slab Unit 5-3 shown

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



Photo 3: Element 38 – Honeycomb area with exposed rebar in deck underside of Slab Unit 3-2 at Bent 4



Photo 4: Element 334 – Missing cushion block for Post 1-2 Left

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



Photo 5: Element 206 – Pile 2-1 area of decay in the east quadrant



Photo 6: Element 206 – Pile 4-2 hollow area and decay

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



Photo 7: Element 215 – No bearing between Abutment 1 cap and Pile 1-1



Photo 8: Element 234 – Spall with exposed rebar in the bottom southeast corner of Bent 2 cap.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014



Photo 9: Element 476 – Deteriorated pile at the southeast wingwall

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014

UNDERWATER INSPECTION REPORT

BOLT UNDERWATER SERVICES, INC.

Bridge ID: 384006
District: 02 Local

Inspection Date: 01/14/14

JACKETS

ELEMENT: 298 PILE JACKET BARE 1: ea.

NOTE: This element represents the concrete jacket on Pile 5-3. The jacket extends from above water to the groundline.

Condition State:
CS-2

QTY:
1

Recommended Feasible Action:
Do Nothing

Pile Jacket 5-3: The jacket has scale up to 1/8" deep – *NO CHANGE*.

The north face at the mudline has a void with one piece of exposed horizontal steel, 25" H x 11" W x 4" D
– *NO CHANGE*.

CHANNEL

ELEMENT: 290 1: ea.
NBI: 7

Condition State:
CS-2

QTY:
1

Recommended Feasible Action:
Do Nothing

There is loose timber drift scattered throughout the channel – *NO CHANGE*.

There are several timber pile stubs in the channel – *NO CHANGE*.

The channel bottom drops 2' from the west side to the east side of Bent 3 – *NO CHANGE*.

There is scattered rock rubble throughout the channel – *NO CHANGE*.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

(c:\mydocs\bridge reports\38-Taylor\384006_BIR_01-14-14_UW)

Page 2 of 2

**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Routine

Inspection Date: 1/30/2014

SOUNDINGS (GROUNDLINE MEASUREMENTS)

These measurements are provided to track changes in the channel bottom profile. Refer to the next page for graphical representation of this data.

CHANNEL PROFILE

LEFT SIDE (NORTH FASCIA)					CHANGE	
	Critical Elevation	02/01/88	01/23/12	01/30/14	Change	Distance from Critical Elevation
Abutment 1	15.60	9.8	6.1	6.0	+ 0.1	9.6
Midspan			7.0	7.1	- 0.1	
Bent 2	15.60	13.8	9.1	9.4	- 0.3	6.2
Midspan			9.2	9.0	+ 0.2	
Bent 3	15.60	14.8	10.2	9.8	+ 0.4	5.8
Midspan			14.6	14.7	- 0.1	
Bent 4	15.60	16.7	16.5	15.8	+ 0.7	-0.2
Midspan			16.5	16.7	- 0.2	
Bent 5	15.60	10.8	15.1	15.3	- 0.2	0.3
Midspan			13.4	13.5	- 0.1	
Bent 6	15.60	9.8	11.9	12.3	- 0.4	3.3
Midspan			9.6	10.0	- 0.4	
Abutment 7	15.60	7.9	7.8	8.4	- 0.6	7.2

Waterline at Bent 3		11.6	7.6
---------------------	--	------	-----

RIGHT SIDE (SOUTH FASCIA)					CHANGE	
	Critical Elevation	02/01/88	01/23/12	01/30/14	Change	Distance from Critical Elevation
Abutment 1	15.60	7.2	5.5	4.6	+ 0.9	11.0
Midspan			7.5	7.7	- 0.2	
Bent 2	15.60	9.8	8.4	8.8	- 0.4	6.8
Midspan			8.4	8.4	0.0	
Bent 3	15.60	12.5	11.3	10.5	+ 0.8	5.1
Midspan			14.5	14.2	+ 0.3	
Bent 4	15.60	15.4	15.0	15.0	0.0	0.6
Midspan			14.7	14.6	+ 0.1	
Bent 5	15.60	12.8	12.6	13.4	- 0.8	2.2
Midspan			11.8	12.1	- 0.3	
Bent 6	15.60	9.2	8.2	9.3	- 1.1	6.3
Midspan			7.3	7.0	+ 0.3	
Abutment 7	15.60	9.8	6.2	6.1	+ 0.1	9.5

Waterline at Bent 3		11.6	7.6
---------------------	--	------	-----

THIS BRIDGE IS SCOUR CRITICAL: The critical elevation is based on the results of the Phase 3 Scour Evaluation/Plan of Action dated 5/09/2013

All measurements are in feet and are referenced to the top of the slab.

Note: A positive change indicates aggradation and a negative change indicates degradation. Blank spaces in table indicate that no measurement was taken.

- Indicates that there is a change of +/- 3 ft. or more.

FLORIDA DEPARTMENT OF TRANSPORTATION

BRIDGE MANAGEMENT SYSTEM

BRIDGE INSPECTION REPORT

APPENDIX

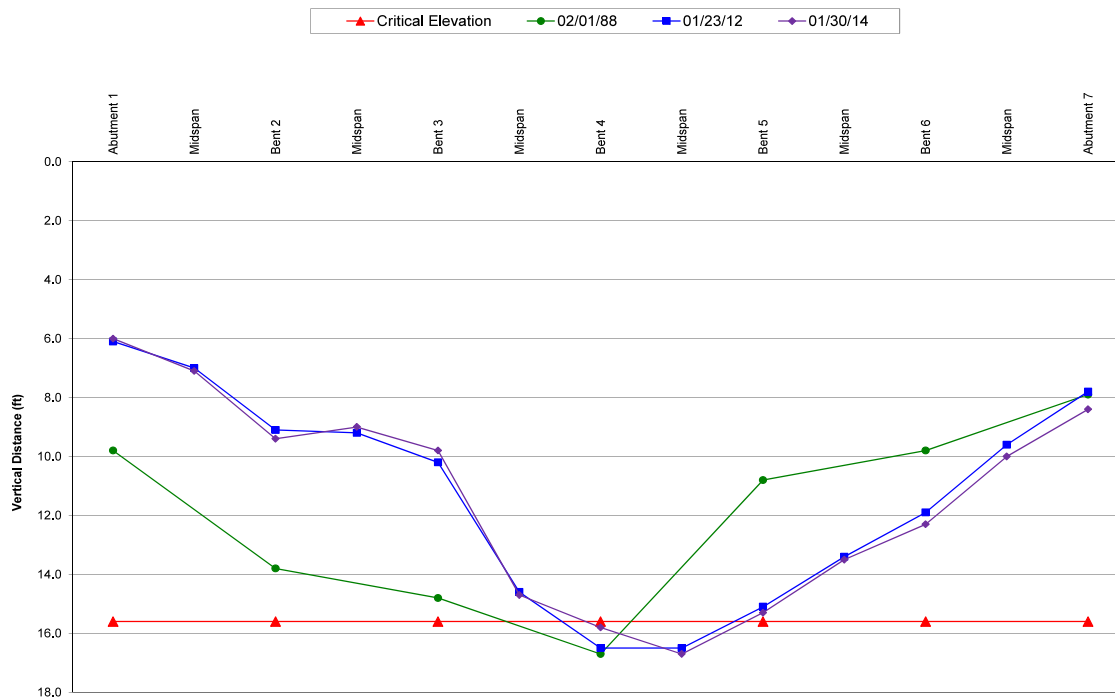
Bridge No. 384006

Type of Inspection: Routine

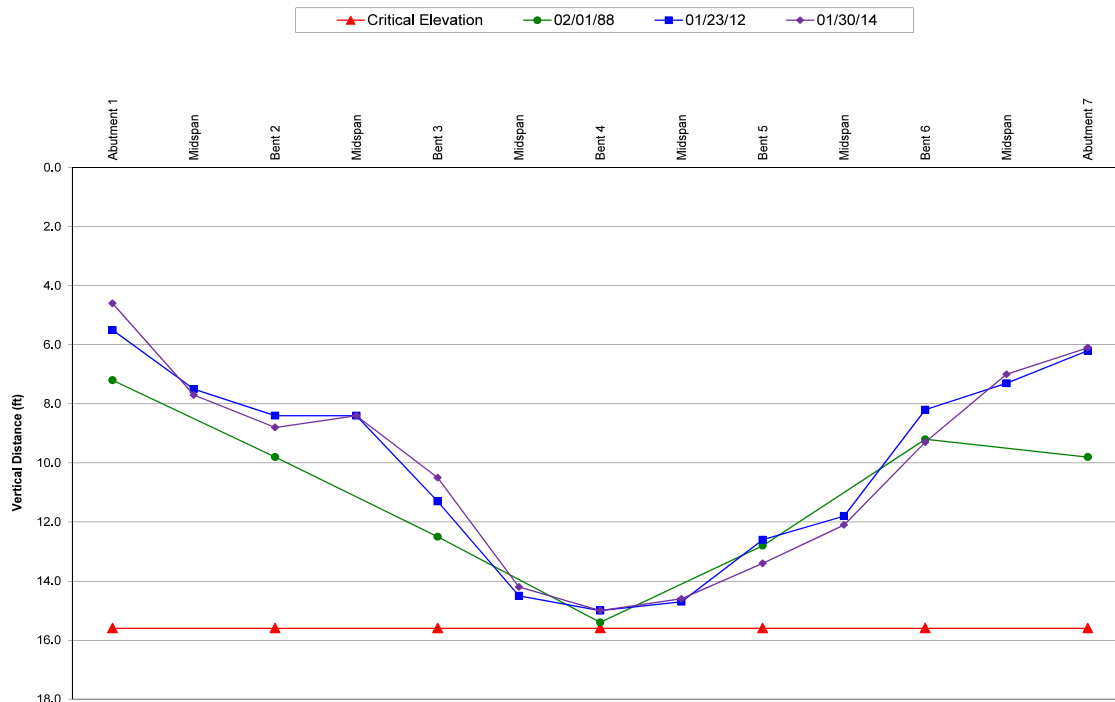
Inspection Date: 1/30/2014

CHANNEL PROFILES

CHANNEL PROFILE - NORTH FASCIA



CHANNEL PROFILE - SOUTH FASCIA



**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Interim

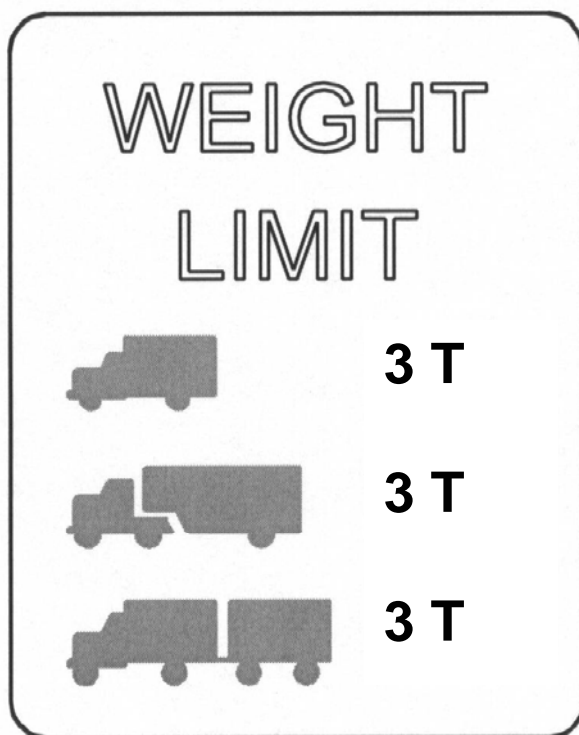
Inspection Date: 1/28/2013

LOAD RATING SUMMARY

The Florida Department of Transportation has directed Kisinger, Campo & Associates to express the Department's policies to post weight restrictions by the Operating Ratings. Based on conditions identified in this inspection report, the current load rating analysis dated 8/20/99, is valid and the structure should be posted for SU, C and ST5 type vehicles. The structure is posted either at or below the Operating Ratings for SU, C and ST5 type vehicles. **It is recommended that the structure remain posted for the SU, C and ST5 type vehicles at 3 Tons each until the repairs/replacement of piles are complete.**

The 8/20/99 load rating calculations and/or analysis, performed by others, is not included with the load rating summary on Page 18.

RECOMMENDED POSTING SIGN



**FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
BRIDGE INSPECTION REPORT
APPENDIX**

Bridge No. 384006

Type of Inspection: Interim

Inspection Date: 1/28/2013



West Posting Sign



East Posting Sign

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
D: LOAD CAPACITY INFORMATION

FORM 850-010-06
 MAINTENANCE - 06/93

Page 1 of 1

1. **BRIDGE DATA:**
 Bridge Number 384006 Date 08/18/99
 STR Type Main [BMIS Item B1(43)] 101 STR Type APR [BMIS Item B2(44)] _____
 2. **POSTING DATE**
 Posted Y If yes, Existing Posting Needed YES If Yes, Proposed
 Restrictions GROSS WEIGHT LIMIT OF 23 TONS Restrictions SU3, SU4, C4, C5, ST5, HS20
 BMIS Item H8(41) P BMIS Item H11(70) 1
 BMIS Item H7 (31) _____

3. **ANALYSIS DATA:**

A. **Method of Analysis:**
 _____ Load Factor
 _____ Working Stress
 B. **Analysis System:**
 _____ BARS-PC Release 5.5-MOD 3.2
 _____ SALOD
 _____ BRUFEM
 _____ Load Test
X Other HAND CALCS.
 E. **Controlling Member Analyzed:**
 Material:
 _____ Steel
X Concrete
 _____ Cast in Place
X Precast
 _____ Prestressed
 _____ Post Tensioned
 _____ Timber
 _____ Other _____
 Span
X Simple
 _____ Continuous
 _____ Frame
 Slab
X Non-Composite
 _____ Composite
 C. **Analysis Based On:**
 _____ Design Drawings
 _____ As-Built Record Plans
 _____ Shop Drawings
 _____ Field Measurement
 _____ Catalogs
 _____ Sample Testing
 _____ Other _____
 Function:
X Slab
 _____ Stringer
 _____ Floor Beam
 _____ Girder
 _____ Culvert
 _____ Truss
 Shape:
 _____ Rolled
 _____ Built-up Welded
 _____ Built-up Riveted
 _____ Box Shape
 _____ AASHTO Girders
X Other RECTANGULAR
 D. **Data Stored:**
 _____ District Office
 _____ Central Office
 _____ Microfilm
 _____ Bridge Owner
 _____ Materials Test Lab
 _____ Other _____
 Substructure
 _____ Bent Construction
 _____ Piling
 _____ Cap
 _____ Pier Construction
 _____ Piling
 _____ Footing
 _____ Column
 _____ Cap

4. **Load Rating Summary Table:**

LOAD RATING SUMMARY FOR OPERATING RATING								
(GROSS TONS)								
VEHICLE TYPE	TONS	OPR RATING	OPR FACTOR	SPAN NO.	SPAN LENGTH	CONTR. MEMBER	M OR V	LLDF
SU2	17	17.8	1.047		15.0	SLAB	M	
SU3	33	23.7	0.718		15.0	SLAB	M	
SU4	35	23.5	0.671		15.0	SLAB	M	
C3	28	29.3	1.046		15.0	SLAB	M	
C4	36.6	26.3	0.719		15.0	SLAB	M	
C5	40.0	28.7	0.718		15.0	SLAB	M	
ST5*	40.0	34.6	0.865		15.0	SLAB	M	
HS20	36	26.0	0.722		15.0	SLAB	M	
HS 20 Inventory Rating			15.6	Tons	Rating Factor			
					0.433			

5. **Comments:**

* Only the rating for the rating truck ST5 is calculated in this rating analysis. See attached sheets for calculations and assumptions used in the analysis.
 All other ratings and information were obtained from the previous load rating dated 11/06/85 and are included in this summary sheet for completeness.

6. **Computations:**

Performed By J. Hoang, P. E.
 Checked By S. A. Skarp, P. E.
 Reviewed By G. A. Kleven, P. E.
 7. **Responsible Engineer:**
 P.E. # 47187

Date 08/18/99
 Date 08/18/99
 Date 8/20/99
 Date 8/20/99

KISINGER CAMPO & ASSOCIATES CORP.

Allen Kisinger
1994, 1995

engineering • inspection • planning

February 5, 2014

TO: Mr. Andy McLeod
Director of Public Works
Taylor County
587 Highway 27 East
Perry, FL 32347

FROM: Robert P. Cochran, P.E.
Bridge Structures Engineer
9270 Bay Plaza Blvd., Suite 605
Tampa, FL 33619

PROJECT: District 2 Local Government Bridge Inspection
Contract No. C9B92
Financial Nos. 214838-3-72-13 & 214839-3-72-13

SUBJECT: **PROMPT CORRECTIVE ACTION ADVISORY - REVISED**
Routine Inspection - January 30, 2014
Bridge No. 384006 - SR 14A over Econfina River
Taylor County

COPY to: Melissa Morgan, FDOT Project Manager
Shelley Clayton, FDOT Inspection Support Coordinator

CONTENT: A Kisinger Campo and Associates Corp. inspection team has recently inspected the above referenced bridge and observed the following deficiencies noted below. The Overall NBI Rating for the Substructure is 3 Serious. The Prompt Corrective Action (PCA) Box has been marked in the report.

The report identifies deficiencies which **require Prompt Corrective Action. It is recommended that the weight limit posting of 3 Tons for the SU, C and ST5 type vehicles remain until structural repairs are made.**

Element 206 Timber Column:

CS4 - Pile 2-1 is hollow sounding from 2ft. below the cap to the mudline (remaining section is approximately 30%). There is shake around the circumference and the outer lin. is moderately decayed. There is an 18" x 6" x 4" area of heavy decay in the east quadrant of Pile 2-1, 3' below the cap - NO CHANGE (See Photo 1).

Pile 4-2 is hollow sounding and has decay from the cap down 5ft. (remaining section is approximately 10%) - NO CHANGE (See Photo 2).

KISINGER CAMPO & ASSOCIATES CORP.

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District 2 Local Government Bridge Inspection
PROMPT CORRECTIVE ACTION ADVISORY
Routine Inspection - January 30, 2014
Bridge No. 384006
Contract No: C9B92
Financial Nos. 214838-3-72-13 & 214839-3-72-13
Page 2

Element 206 Timber Column (Continued):

CS3 - Pile 2-4 has a 1/4" wide x 3" deep check in the south quadrant extending 2' down from the cap - NO CHANGE (See Photo 3).

Pile 5-1 has a 3/8" wide x 2" deep check in the west quadrant, extending 4' down from the cap - NO CHANGE.

Pile 5-2, north face, 4' below the cap, has a 3' long x 6" wide area with a hollow return. This area is located along a 1/4" wide split - NO CHANGE.

Pile 5-3 is in Condition State 3 due to the condition prior to jacketing - NO CHANGE.

Pile 6-3 has a 2' 6" long x 1/4" wide check in the east quadrant extending from the cap - NO CHANGE.

CS2 - The timber piles have up to 1/8" wide checks and up to 1/2" deep soft exterior - NO CHANGE. Piles 2-2 and 3-3 are leaning 6" to the south, and Piles 4-3, 4-4 and 5-3 are leaning slightly to the north - NO CHANGE.

RECOMMENDATIONS: Immediately repair or replace Piles 2-1 and 4-2. Also, repair Piles 2-4, 5-1, 5-2 and 6-3.

Once the current status of corrective action is determined or has been accomplished, please submit the pertinent information regarding said action to Ms. Melissa Morgan, FDOT, and forward a copy to Kisinger Campo and Associates. A follow-up letter of completed work will be necessary for our files. If you have any questions, please call me at (813) 554-1919.

District 2 Local Government Bridge Inspection
PROMPT CORRECTIVE ACTION ADVISORY
Routine Inspection - January 30, 2014
Bridge No. 384006
Contract No: C9B92
Financial Nos. 214838-3-72-13 & 214839-3-72-13

Page 3



Photo 1 - Pile 2-1 hollow area and decay



Photo 2 - Pile 4-2 hollow area and decay

District 2 Local Government Bridge Inspection
PROMPT CORRECTIVE ACTION ADVISORY
Routine Inspection - January 30, 2014
Bridge No. 384006
Contract No: C9B92
Financial Nos. 214838-3-72-13 & 214839-3-72-13

Page 4



Photo 3 - Check in the south quadrant of Pile 2-4

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve bid award recommendation for bids received for the demolition and reconstruction of the home of Merdine Mathias through the SHIP program. The bids were received and opened at the April 7, 2014.

MEETING DATE REQUESTED:

April 22, 2014

Statement of Issue: Board to approve bid committee recommendation for the demolition and reconstruction of the home of Merdine Mathias through the SHIP Program.

Recommended Action: Approve bid committee recommendation

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board received bids for one demolition and reconstruction April 7, 2014. The bid committee recommendation is as follows:


DEMO AND RECONSTRUCTION
Merdine Mathias 801 E. Quail St. Perry
Weiss Construction \$63,400.00

Attachments: Bid Tabulation Sheet, and Bid Recommendations from Meridian



MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant 

SUBJECT: Bid Award Recommendations

DATE: April 11, 2014

BID AWARD

On April 7, 2014 sealed bids were received and opened for one house in the Taylor County SHIP Program for Housing Rehabilitation. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicant, recommended bidder and the amount for this house is listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Merdine Mathis	Weiss Construction, Inc.	\$63,400.00

Recommended Action # 1: Award the house as identified above.

Attachments:

Bid Documents

Bid Tabulation with Recommendations

Taylor County SHIP Bid Tab

Monday April 7, 2014

Contractor		Merdine Mathis				
Weiss		\$ 63,400.00				
Certified Roofing and Construction		\$ 66,500.00				
Recommended Contractor	Weiss is the low bidder and all documents were found to be in					

Bid Opening:

Signatures

Print Name

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



TAYLOR COUNTY PUBLIC LIBRARY STATE AID GRANT
APPLICATION AMENDMENT.

Meeting Date:

April 22, 2014

Statement of Issue: Request approval for Amendment #1 to the State Aid to Libraries Grant Agreement for FY 2013 – 2014.

Recommendation: Approve

Fiscal Impact: \$ 80,906 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Linda Hawkins, Library Manager

Contact: 838-3512

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Please sign the attached amendment, but **do not date** the amendment. As per instructions from the State Library, the State Librarian will insert the date when she signs the amendment. Two witnesses also need to sign the amendment.

Changes made to the State Aid to Libraries Grant Agreement are listed on the attached amendment.

Options: Approve / Not Approve

Attachments: 1. Amendment #1 to the State Aid to Libraries Grant Agreement

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

AMENDMENT NUMBER 1 TO THE GRANT AGREEMENT

AMENDMENT TO THE GRANT AGREEMENT BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

GRANTEE: Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library

the PROJECT: State Aid to Libraries Grant

The parties entered into a grant agreement dated 2/11/2014, for implementation of a State Aid to Libraries Grant. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. The grant agreement is hereby revised as follows:
 - I. The GRANTEE agrees to:
 - a. Provide the following as grant deliverables:

Have at least one library, branch library or member library open 40 hours or more each week.
 - II. The DIVISION agrees to:
 - c. To distribute grant funds in one payment. The payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the amendment.

3. This amendment shall be effective upon execution.

This amendment is executed and entered into _____.

WITNESSETH:

THE GRANTEE

THE DIVISION

 X

Signature of Authorized Official

Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Typed Name and Title of Authorized Official

 X

Witness

Witness

 X

Witness

Witness

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (GRANTEE) Taylor County Board of County Commissioners

Governing body for Taylor County Public Library

hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

- a. Provide the following as grant deliverables:
 1. For payment number one:
 - i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.
 2. For payment number two:
 - i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.
- b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

- c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.
- d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- f. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
- g. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- j. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- l. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations). *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:

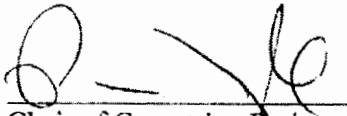
- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

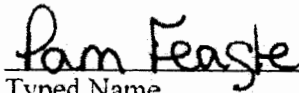
- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.
- q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- r. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the GRANTEE, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

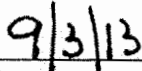
THE APPLICANT/GRANTEE



Chair of Governing Body or
Chief Executive Officer



Typed Name



Date

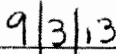


Clerk or Chief Financial Officer

Annie Mae Murphy

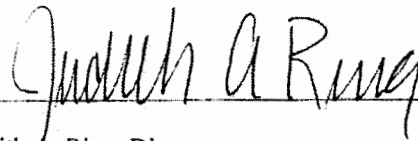
Clerk to Board

Typed Name and Title of Official



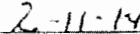
Date

THE DIVISION

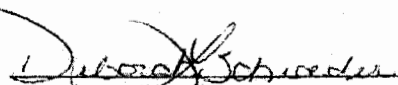
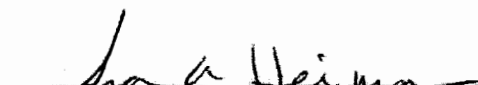


Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Typed Name



Date


Division Witness
Division Witness

**STATE AID TO LIBRARIES GRANT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2013-14**

Recipient:

Project Start Date: Upon execution of grant agreement

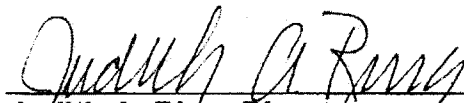
Taylor County Public Library
403 North Washington Street
Perry, FL 32347-2791

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA*</u>	<u>AWARD</u>
State Aid to Libraries Grant	14-ST-91	45.030	\$80,453

Grant Payments

Grant awards will be paid in two payments. The first payment, requested upon execution of the grant agreement, will be for three-fourths of the grant award. The second payment will be for one-fourth of the grant award.

*Catalog of State Financial Assistance Number



Judith A. Ring, Director
Division of Library and Information Services

2-10-14
Date

**Florida Department of State, Division of Library and Information Services
500 South Bronough Street, Tallahassee, Florida 32399-0250, 850.245.6620**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST TO TRANSFER \$18,050 FROM THE RESERVE FOR CONTINGENCY ACCOUNT TO THE MEDICAL EXAMINER ACCOUNT AND \$1,000 TO THE BOARD OPERATIONS ACCOUNT FOR GULF CONSORTIUM MEMBERSHIP, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

APRIL 22, 2014

Statement of Issue:

THE BOARD TO CONSIDER A TRANSFER FROM RESERVES

Recommended Action:

APPROVE

Fiscal Impact:

\$19,050

Budgeted Expense:

NO

Submitted By:

DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD IS REQUIRED BY STATUTE TO MEDICAL EXAMINER FEES AND TRANSPORTATION COSTS FOR DEATHS WITHIN THE COUNTY. THE CURRENT FUND FOR MEDICAL EXAMINER COSTS IS 70% EXPENDED. A TRANSFER IS NEEDED TO ENSURE TIMELY PAYMENT OF MANDATED FEES.

THE GULF CONSORTIUM IS AN ORGANIZATION OF COUNTIES AFFECTED BY THE DEEPWATER HORIZON OIL SPILL EVENT AND NAMED AS RECIPIENTS OF CLEAN WATER ACT FINES ASSESSED AGAINST THE RESPONSIBLE PARTIES IN THE RESTORE ACT. THE CONSORTIUM IS INVOLVED IN ADVISING ON THE DISBURSEMENT OF FEDERAL GRANT FUNDS RELATED TO THE RESTORE ACT. AN INVOICE FOR MEMBERSHIP DUES IN THIS ORGANIZATION HAS BEEN RECEIVED AND A TRANSFER IS NEEDED TO PAY THE INVOICE.

Options:

APPROVE/DENY

Attachments:

**BUDGET TRANSFER REQUEST FORMS
0150 – MEDICAL EXAMINER ACCOUNT STATUS REPORT
GULF CONSORTIUM INVOICE**

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR BUDGET TRANSFER**

DEPARTMENT: 0106 – General Operations

DEPARTMENT HEAD: Jack Brown

4/22/2014

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	1,000	FROM	9001-59900	Reserve for Contingency
		TO	0106-55401	Memberships

REASON: To continue the Board's membership in the Gulf Consortium

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON:

Chairman:

Malcom Page

DATE: April 22, 2014

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR BUDGET TRANSFER**

DEPARTMENT: 0150 – Medical Examiner

DEPARTMENT HEAD: Dustin Hinkel

4/22/2014

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	11,250	FROM	9001-59900	Reserve for Contingency
		TO	0150-53105	Med. Examiner Fees

REASON: To cover Medical Examiner Fees through the fiscal year

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	2,000	FROM	9001-59900	Reserve for Contingency
		TO	0150-53106	Med Examiner – Abused Child

REASON: Line item is depleted.

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$	\$4,800	FROM	9001-59900	Reserve for Contingency
		TO	0150-53110	M.E. Transportation Cost

REASON: Line item is near depletion

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
\$		FROM		
		TO		

REASON: _____

Chairman: _____

Malcom Page

DATE: April 22, 2014

SUNGARD PENTAMATION, INC.
DATE: 04/16/2014
TIME: 09:49:45

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

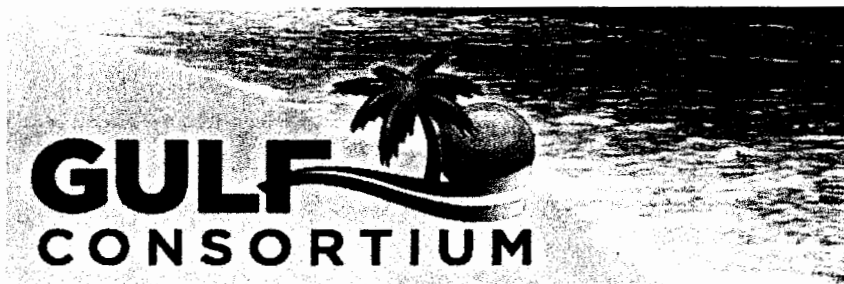
PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0150'
ACCOUNTING PERIOD: 7/14

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-516 JUDICIAL
TOTL/DEPT-0150 MEDICAL EXAMINER

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53105	MED.EXAMINER FEES(DEATHS	45,035.00	.00	.00	29,295.84	15,739.16	65.05
53106	MED.EXAMINER-ABUSED CHIL	3,000.00	2,000.00	.00	3,000.00	.00	100.00
53110	M.E. TRANSPORTATION COST	5,500.00	400.00	.00	4,750.00	750.00	86.36
	TOTAL MEDICAL EXAMINER	53,535.00	2,400.00	.00	37,045.84	16,489.16	69.20
	TOTAL GENERAL FUND	53,535.00	2,400.00	.00	37,045.84	16,489.16	69.20
	TOTAL REPORT	53,535.00	2,400.00	.00	37,045.84	16,489.16	69.20



MEMORANDUM

Date: April 7, 2014

From: Interim Manager, Gulf Consortium

To: Gulf Consortium Counties

RE: Invoice for Gulf Consortium Annual Budget

At the Gulf Consortium Meeting, September 18, 2013, in Palm Beach County, the Director's approved the Annual Operating Budget and Annual Budget Allocations for October 1, 2013 – September 30, 2014.

The approved allocations were to be invoiced in two equal installments. As has been the policy in the past, if RESTORE Act fines become available prior to the end of the fiscal year, thereby eliminating/reducing the need for these allocations, any remaining amounts will be brought before the Gulf Consortium for disposition.

Enclosed is your county's second invoice that covers April 1, 2014 – September 30, 2014. Should you have any questions, please contact myself or Doug Darling at cholley@fl-counties.com or ddarling@fl-counties.com or 850-922-4300.

Thank you for your continued support of the Gulf Consortium.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Holley', is written below the word 'Sincerely,'.

Chris Holley
Gulf Consortium Interim Manager

INVOICE

Taylor

Invoice Date: April 4, 2014

Terms: Payable upon receipt

**For: 2014 Gulf Consortium Proportional Share
2 of 2 installments (April 2014 – September 2014)**

\$1000.00

Please make checks payable to:

GULF CONSORTIUM

100 South Monroe Street

Tallahassee, FL 32301

Phone: 850-922-4300

EIN: 46-1662290

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE
CONTRACT FOR THE NEW COUNTY ADMINISTRATOR



MEETING DATE REQUESTED: APRIL 22, 2014

Statement of Issue: THE BOARD TO CONSIDER AN EMPLOYMENT CONTRACT

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: YES

Submitted By: CONRAD BISHOP, COUNTY ATTORNEY

Contact: 584-6113

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AT THE APRIL 14 SPECIAL MEETING THE BOARD APPROVED OFFERING THE POSITION OF COUNTY ADMINISTRATOR TO THE CURRENT ASSISTANT COUNTY ADMINISTRATOR, DUSTIN HINKEL. THE BOARD AUTHORIZED THE COUNTY ATTORNEY AND CHAIRMAN TO MEET WITH MR. HINKEL TO NEGOTIATE THE TERMS OF HIS EMPLOYMENT CONTRACT.

Options: APPROVE/DENY/OFFER CORRECTIONS

Attachments: CONTRACT TO BE PROVIDED