

REGULAR MEETING  
APRIL 28, 2014  
5:30 P.M.

Book 35 Page 004

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's Meeting Room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Gail Garrard, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner T. Jack Byrd, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

### **APPROVE THE MINUTES**

On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to approve the minutes.

### **REQUEST TO PURCHASE SOCCER GOALS**

Mr. Mike Harris, Athletic Director at Lafayette High School, requested that the Board purchase regulation goals for the soccer field at the Edward Perry Sports Complex. On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to purchase two regulation goals for the soccer field.

### **ADMINISTRATIVE ASSISTANT FOR COUNTY EXTENSION OFFICE**

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve the recommendation from Mrs. Jana Hart to hire Jessica Johnson as the Administrative Assistant for the County Extension Office.

### **LANTANA ROAD PROJECT**

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to re-advertise the Lantana Road project for bids, after the previous bids turned in were over budget for the project.

### **APPROVE THE BILLS**

On a motion by Mr. Jones and a second by Mrs. Garrard, with the exception of the Paul Lamb bill, the Board voted unanimously to approve the following bills:

General Fund - \$41,391.67

Courthouse Renovation Reserve Fund - \$11,866.48

Emergency 911 Fund - \$982.30

Industrial Park Fund - \$101.99

On a motion by Mr. Byrd and a second by Mr. Jones, with Mr. Lamb abstaining, the Board voted unanimously to approve the Paul Lamb bill in the amount of \$410.00.

### **LAFAYETTE COUNTY PUBLIC WORKS BUILDING**

On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to approve the guaranteed maximum price from Harlie Lynch Construction Company, Inc. for the work to be done on the Lafayette County Public Works Building. (See contract.)

### **DECLARE MAY AS CIVILITY MONTH**

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to declare May as Civility Month.

### **SPECIAL ASSESSMENT EXEMPTION REQUEST**

On a motion by Mr. Byrd and a second by Mrs. Garrard, the Board voted unanimously to approve a special assessment exemption request from Brenda Meads.

### **SCRAP AND SCOP RESOLUTIONS**

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to approve Resolution No. 2014-4-2-1 for the SCOP Program. On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to approve Resolution No. 2014-4-2-2 for the SCRAP Program.

### **WATER CONSERVATION PROCLAMATION**

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve a Water Conservation Proclamation.

### **TRAFFIC MAINTENANCE AGREEMENT WITH DOT**

On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to approve a Traffic Signal Maintenance Agreement with the Department of Transportation.

**HEALTH SCREENING FOR EMPLOYEES**

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to table approving a health screening for county employees until they can get further information.

**INDIGENT BURIAL REQUEST**

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to approve an Indigent Burial Request for Frederick A. Wilder, Sr.

**PUBLIC WORKS SUPERINTENDENT SALARY ADJUSTMENT**

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve a salary adjustment for the Public Works Director.

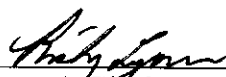
**RESOLUTION NO. 2014-4-2-3**

On a motion by Mr. Byrd and a second by Mrs. Garrard, the Board voted unanimously to approve Resolution No. 2014-4-2-3 continuing the State of Emergency because of the flooding.

**ADJOURN**

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to adjourn.

Attest:

  
\_\_\_\_\_  
Ricky Lyons, Clerk



  
\_\_\_\_\_  
Lance Lamb, Chairman

Approved this 12<sup>th</sup> day of May, 2014.



# Lafayette High School

ROBERT EDWARDS  
SUPERINTENDENT

RAY STEWART HANCOCK  
PRINCIPAL

STEPHEN CLARK, JR.  
ASSISTANT PRINCIPAL

MIKE HARRIS  
ATHLETIC DIRECTOR

JOSH AKERS  
DEAN

MELISSA HEWETT  
GUIDANCE COUNSELOR

April 16, 2014

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Mr. Ricky Lyons, Clerk of Court

Lafayette County Commissioners

Lafayette County, Florida

Dear Ricky,

I am sending you this letter requesting the Lafayette County Commission consider purchasing regulation goals for the soccer field located at the Edward Perry Sports Complex. We have a growing interest in soccer in our county (as well as at the high school), we have a field at the recreation complex that is often times used for pick-up soccer games in which the participants use make-shift goals that they have brought and fashioned themselves. and finally the county has purchased necessary equipment for the other facilities (baseball, softball, basketball, and tennis) at the complex.

I feel that this purchase would make the field more usable for the citizens of our county that play soccer. It would also help our soccer program at Lafayette High School by giving our students a place to play in the off-season as well as helping us at the school better maintain our football/soccer field for seasons to come

Thanks for your attention and consideration. If you have any questions or need any additional information please don't hesitate to call.

Sincerely,

Mike Harris, A.D.

Lafayette High School

Approved on 4/28/14  
By Bel [unclear] [unclear]  
[unclear]  
HA



Our Mission: Building a Community of Learners

Our Vision: To provide all students with educational opportunities within a safe environment conducive to learning which will enable them to become successful students and positive, productive citizens.

160 N.E. HORNET DRIVE • MAYO, FLORIDA 32066 • 386-294-1701 • FAX: 386-294-4197

Institute of Food and Agricultural Sciences  
Lafayette County Extension

176 SW Community Circle  
Suite D  
Mayo, FL 32066  
386-294-1279  
386-294-2016 Fax

April 28, 2014

**Book 35 Page 008**

To: Lafayette County Board of County Commissioners

From: Jana Hart, Lafayette County Extension Director

RE: Extension Secretary Recommendation

After advertising for the Extension Secretary position in the Mayo Free Press on March 6 and 13, we received 7 application packets by the due date of March 21, 2014. All applicants were contacted and 6 chose to come in and take the Office Procedures Test and interview on April 3 and 4. The interviews were with the current Extension Office staff, Chris Vann, Eva Bolton, and me.

Considering test results, interview and contacts with references, we would like to recommend the following candidates in this order:

1. Jessica Johnson

2. Misty Moseley

3. Donna Lawson

We would also like to request a starting salary of \$10.00/hour. The start date will be determined after all paperwork/drug tests have been completed, and as with all county hires there will be a 6 month probationary period.

Thank you for your support of the Lafayette County Extension Programs.

Sincerely,



Jana Hart

County Extension Director

*approved by  
Bee on  
7/25/14  
Frida Lopez Clark*

# 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 worthy 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.

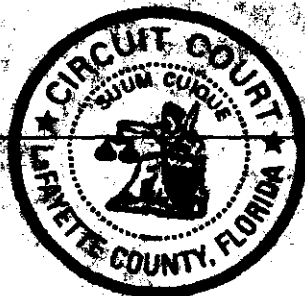
*Now, therefore, be it resolved*, by the County Commission of the County of Lafayette that the month of May is proclaimed as Civility Month, and calls upon all citizens to exercise civility toward each other.

*Passed and adopted* this 28 day of April, 2014.

ATTEST:

CLERK

*[Signature]*



*[Signature]*

RESOLUTION 2014-4-2-1

WHEREAS, the Florida Department of Transportation has offered Lafayette County financial project ID: 432801-1-58-01 in the amount of \$750,000, and

WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into a supplemental agreement for the widening and resurfacing of NE Shady Oaks Road from CR 400 to CR 354 in Lafayette County, by decreasing the funding by \$129,145.29, and

WHEREAS, the Florida Department of Transportation has provided a "State of Florida Department of Transportation, Small County Outreach Program Agreement", and

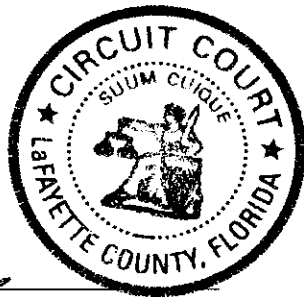
WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

PASSED in regular session this 28<sup>th</sup> day of April, 2014.

Board of County Commissioners  
Lafayette County, Florida

By: *Lance Lamb*  
Lance Lamb, Chairman



Attest:

*Ricky Lyons*  
Ricky Lyons, Clerk

**RESOLUTION 2014-4-2-2**

**WHEREAS**, the Florida Department of Transportation has offered Lafayette County supplemental agreement #2 for financial project ID: 431631-1-58-01 in the amount of \$129,145.29, and

**WHEREAS**, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into a supplemental agreement transferring funds from the NE Shady Oaks from CR 400 to CR 354 project to the construction of CR 534 from SW FP Folsom Road to US 27 project in Lafayette County, Florida, and

**WHEREAS**, the Florida Department of Transportation has provided a “State of Florida Department of Transportation, Small County Road Assistance Program”, and

**WHEREAS**, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

**THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS**, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

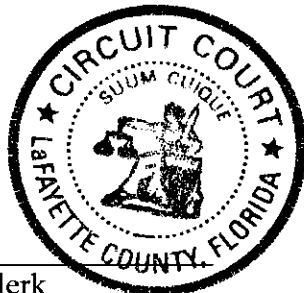
**PASSED** in regular session this 28<sup>th</sup> day of April, 2014.

Board of County Commissioners  
Lafayette County, Florida

By: *Lance Lamb*  
Lance Lamb, Chairman

Attest:

*Ricky Lyons*  
Ricky Lyons, Clerk





**Proclamation**

**Lafayette County Board of County Commissioners  
Mayo, Florida**

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts and Lafayette County Board of County Commissioners are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, Lafayette County and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, Lafayette County Board of County Commissioners have always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

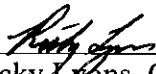
**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

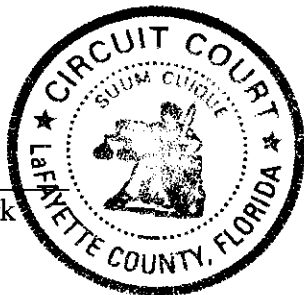
**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Chairman of the Lafayette County Board of County Commissioners do hereby proclaim the month of April as

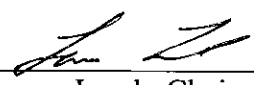
**Water Conservation Month**

Lafayette County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Attest:

  
Ricky Lyons, Clerk



  
Lance Lamb, Chairman  
Lafayette County Commission

**RESOLUTION NO. 2014-04-02-03**

A **RESOLUTION** adopting an agreement with Florida Department of Transportation that provides state funding for maintenance of the traffic signals at the following areas: SR 51 at NE Perry Road, intersection of US Highway 27 (SR 20) and CR 53, and the intersection of US Highway 27 (SR 20) and CR 349,

**WHEREAS**, it is necessary to maintain a traffic signal at the intersection of the above stated intersections, and


**WHEREAS**, certain maintenance is necessary and required; and

**WHEREAS**, Florida Department of Transportation has offered financial assistance for maintenance;

**NOW THEREFORE LET IT BE RESOLVED** that the Lafayette County Board of County Commissioners hereby adopts the agreement where Florida Department of Transportation will provide financial assistance for traffic signal maintenance.

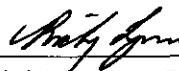
**ADOPTED** this 28<sup>th</sup> day of April, 2014.

BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA

  
\_\_\_\_\_  
Lance Lamb, Chairman

ATTEST:



  
\_\_\_\_\_  
Ricky Lyons, Clerk

**From:** Farnell, Amanda [Amanda.Farnell@dot.state.fl.us]  
**Sent:** Thursday, May 01, 2014 2:22 PM  
**To:** lfredriksson@lafayetteclerk.com; rickylyons@lafayetteclerk.com  
**Subject:** Traffic Signal Maintenance agreement  
**Attachments:** resolution.pdf

Mr. Lyons,

I received your Maintenance agreement today, thank you for sending it back so quickly. Unfortunately, I will need a resolution to go along with the agreement. I have attached a pdf of the resolution the county used last time as an example. If you need anything else, please let me know.

Thanks,

**Amanda Farnell, CPM**  
Lake City Traffic Operations  
1109 S. Marion Ave, MS 2023  
Lake City, FL 32025  
(386) 961-7431  
Fax (386) 758-3712  
[amanda.farnell@dot.state.fl.us](mailto:amanda.farnell@dot.state.fl.us)

## TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Book 35 Page 015

CONTRACT NO. \_\_\_\_\_  
 FINANCIAL PROJECT NO. 41352418802  
 F.E.I.D. NO. F596000692006

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and LAFAYETTE COUNTY Florida, herein called the "Maintaining Agency".

**WITNESSED:**

**WHEREAS**, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

**WHEREAS**, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.
2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications /corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3<sup>rd</sup> party. If the Maintaining Agency is unable to recover the costs from a 3<sup>rd</sup> party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.
6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
17. 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 this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.
18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:
- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**Book 35 Page 018**

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

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

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

LAFAYETTE COUNTY, Florida  
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

By: *Lance Lamb*  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Lance Lamb

Print/Type Name: \_\_\_\_\_

Title: Chairman

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

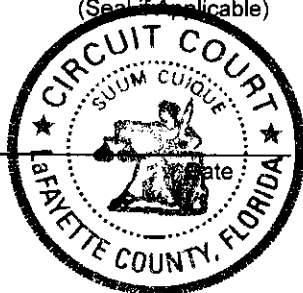
Attest: *[Signature]*  
(Seal if Applicable)

Attest: \_\_\_\_\_

Reviewed:

Legal Review:

Attorney



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

EXHIBIT A						
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 14/15						
Effective Date: 07/01/2014 To: 06/30/2015						
Maintaining Agency: LAFAYETTE COUNTY						
Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Device Type	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR20, (US27) at CR-53/CR-534		Yes	ICB	\$738.00	50.00%	\$369.00
SR20, (US27) at SR349		Yes	ICB	\$738.00	100.00%	\$738.00
SR51 at NE PERRY RD		Yes	TWB	\$148.00		\$148.00
Total Lump Sum						\$1,255.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$1,255.00.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**Book 35 Page 020**

**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

**2.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be:  $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be  $\$675 \times (2/3) = \$450$

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be  $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

**Unit Rates per 100% State Intersections**

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed	Traffic Warning Beacon (TWB) (0.05*TS)
					Activated Warning Displays (SAWD) (0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

**3.0 PAYMENT PROCESSING**

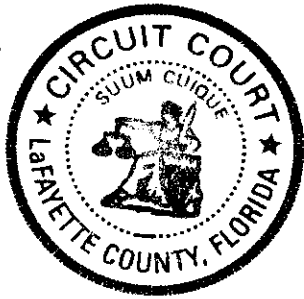
The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Memo

The Lafayette County Commission in recognition of Scott Sadler's outstanding efforts as the Public Works Director increases his annual salary to \$50,000. This amount will put his salary more in line with similar positions in some of the surrounding counties. Job well done!

The above action was unanimously approved by the Lafayette County Commission during a regular meeting on Monday, April 28, 2014.

*[Handwritten signature]*  
Attest:



*[Handwritten signature]*  
Lance Lamb, Chairman

**RESOLUTION 2014-4-2-3**

**WHEREAS**, Recent rainfall has produced flooding throughout Lafayette County, Florida and,

**WHEREAS**, the rain and flooding throughout the County could endanger the citizens lives, homes and welfare.

**THEREFORE, BE IT RESOLVED**, that pursuant to Florida Law the Lafayette County Commission declares a state of emergency and authorizes the Lafayette County staff, Emergency Management and Road Department to do what is necessary to assist the citizens of Lafayette County with the flooding events.

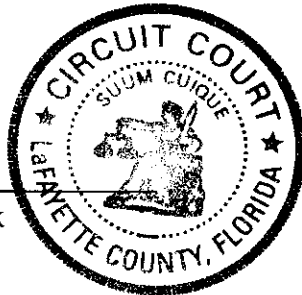
**PASSED** this 28<sup>th</sup> day of April, 2014.

BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA

  
\_\_\_\_\_  
Lance Lamb, Chairman

Attest:

  
\_\_\_\_\_  
Ricky Lyons, Clerk





SEC.: 12	TWP: 05S	RGE: 11E	COUNTY: Lafayette	PROJECT: 687766
GRANTOR: Lafayette County Board of County Commissioners				
SITE ADDRESS: 918 NE County Road 400, Mayo, FL 32066				
TAX PARCEL NUMBER: 12-05-11-0000-0000-00209				

### DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Lafayette County, to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, under, across and through the following described property to accommodate present and future development:

Commence at the Southwest corner of the East ½ of the Southeast ¼ of Section 12, Township 5 South, Range 11 East, Lafayette County, Florida, for the Point of Commencement; thence run North 00° 44' 23" West along the West boundary of the East ½ of the Southeast ¼, 1405.38 feet; thence run North 89° 15' 37" East 1322.38 feet for the POINT OF BEGINNING; said point being 120.00 feet from the East boundary of the East ½ of the Southeast ¼; thence run North 00° 50' 60" West parallel with said East boundary, 1075.88 feet to the South right of way line of County Road #400 being on a curve; thence run Easterly along said South right of way line 120 feet more or less to the East boundary of the East ½ of the Southeast ¼, thence run South 00° 50' 60" East along said East boundary 1080 feet more or less to a point being 120.00 feet East of the POINT OF BEGINNING; thence run South 89° 15' 37" West 120.00 feet back to the POINT OF BEGINNING.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any trees and vegetation adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other

rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises. GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises. GRANTEE shall defend, indemnify and hold harmless GRANTOR, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including reasonable attorney's fees prior to and upon appeal) of any kind or nature whatsoever related to this Easement to the extent directly arising out of or to the extent caused by: (i) the negligent use and enjoyment by GRANTEE, its directors, officers, employees, agents, contractors or their subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable (collectively "GRANTEE's Permittees") of the Easement Area; (ii) all liens and other charges asserted against the Easement Area for any purpose whatsoever to the extent arising as a result of the actions of GRANTEE, or GRANTEE's Permittees; (iii) all claims relating to injury to persons or property occurring on or about the Easement Area to the extent caused by the use or control of the Easement Area by GRANTEE or GRANTEE's Permittees; (iv) GRANTEE's or GRANTEE's Permittees' failure to properly construct and maintain the Facilities; and, (v) GRANTEE's or GRANTEE's Permittees' construction activities upon, over or under the Easement Area; provided however, any indemnification herein for any damages other than direct damages shall be limited to the limitations set forth in Section 768.28, Florida Statutes (2002) as it may be amended from time to time. Notwithstanding any provision of this easement, nothing herein shall be construed as a waiver of GRANTOR's sovereign immunity.

GRANTOR retains all rights in and to said Easement Area not in conflict with GRANTEE's rights hereunder granted.

REST OF THE PAGE

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All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this 28 day of April, 2014.

(Official Seal)



Lafayette County, Florida

BY: Board of County Commissioners

BY: *James L.*  
Chairperson

*Lance Lamb*  
Print Name

DATE: *4/28/14*

ATTEST:

BY: *[Signature]*  
Clerk of the Board of County Commissioners

*Ricky Lyons*  
Print Name

DATE: *4-28-14*

# AIA<sup>®</sup> Document A133<sup>™</sup> – 2009 Exhibit A

## **Guaranteed Maximum Price Amendment**

for the following PROJECT:  
*(Name and address or location)*

Lafayette County Public Works  
Lafayette Industrial Park  
Mayo, FL

THE OWNER:  
*(Name, legal status and address)*

Lafayette County Board of County Commissioners  
120 West Main Street  
Mayo, FL 32066

THE CONSTRUCTION MANAGER:  
*(Name, legal status and address)*

Harlie Lynch Construction Co., Inc.  
306 S.W. CR 300  
Mayo, FL 32066

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed five-hundred-seventy-three-thousand-five-hundred-sixty-eight-dollars (\$ 573,568.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
*(Provide below or reference an attachment.)*

See Attachment 1 dated April 4, 2014 (pages 1-3)

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Alternate not accepted or included in GMP

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

AIA Document A133<sup>™</sup> – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. WARNING This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:16:47 on 04/21/2014 under Order No.9019309074\_1 which expires on 11/16/2014, and is not for resale.  
User Notes:

(1365520203)

Approved by BCC  
on 4-25-14  
Andy Lynch  
IDA

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
 (Identify allowance and state exclusions, if any, from the allowance price.)

Item Code	Comments	Price (\$0.00)
		\$6,000.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

No Permit Fees included. No Payment and Performance Bonds included. Sitework by County.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
 (Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment 2 dated November 7, 2013 (pages 1-2)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
 (Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment 3 dated November 7, 2013 (1 Page)

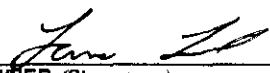
Number	Title	Date
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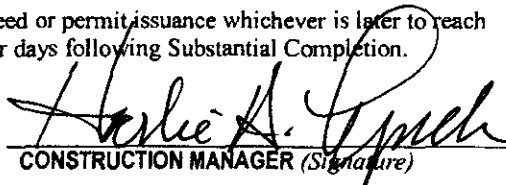
§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
 (List any other documents or information here, or refer to an exhibit attached to this Agreement.)


ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

One-hundred-eighty (180) calendar days from Notice-to-Proceed or permit issuance whichever is later to reach Substantial Completion. Final Completion thirty (30) calendar days following Substantial Completion.

  
 OWNER (Signature) Chairman BC

  
 CONSTRUCTION MANAGER (Signature)

Ricky Lyons, Clerk of Court   
 (Printed name and title)

Harlie A. Lynch, President  
 (Printed name and title)

Init.



### Harlie Lynch Construction Company, Inc.

P.O. Box 187  
Mayo, FL 32066  
(386) 294-1891  
CGC010494

4 April 2014

Book 35 Page 028

Clemons, Rutherford & Associates, Inc.  
Mr. Will Rutherford  
2027 Thomasville Road  
Tallahassee, FL 32308

RE: Lafayette County Public Works Building  
CRA Project #13051  
GMP Contract Summary

1. General Conditions:	\$53,949.00
2. Demolition:	By Owner
3. Concrete:	\$60,691.00
4. Masonry:	Not Used
5. Metal Fabrications:	\$8,648.00
6. Wood, Plastics, & Composites	
Rough Carpentry:	\$36,402.00
Architectural Woodwork:	\$ 5,324.00
7. Moisture Protection:	
Sheet Membrane Waterproofing:	\$8,693.00
8. Openings:	
Hollow Metal Doors/Frames	\$13,508.00
Wood Doors	
Finish Hardware (Schlage Locks & Falcon Closers)	
( Add Janitor Closet Opening)	

ATTACHMENT 1

		Book 35 Page 029	
Overhead Doors:			\$28,050.00
Aluminum Storefronts Glass & Glazing			\$10,528.00
9. Finishes:			
Gypsum Drywall & Insulation:			\$16,402.00
Acoustical Ceilings:			\$2,320.00
Vinyl Tile, Resilient Base:			\$6,526.00
Painting/Joint Sealants:			\$5,135.00
10. Specialties:			
Fire Extinguishers:			\$272.00
Toilet Accessories:			\$697.00
11. Equipment:			N/A
12. Furnishings:			N/A
13. Special Construction:			
Metal Building Systems:			\$ 91,500.00
Building Insulation			
Wall & Roof Panels			
Flashing & Sheet Metal			
(Delete 24 gage Wall Panels/Trim and add 26 gage Wall Panels/Trim, delete			
Kynar Paint and add standard paint)			
(Delete Kynar roof color and change to standard color)			
(Delete standing seam roof panels on Lean-to and add PBR screw down roof)			
(Delete Kynar finish louvers and add standard paint )			
(Delete Weather Tightness Warranty on the Roof)			
14. Conveying Systems:			
Vehicle Lift:			\$15,832.00
22. Plumbing:			\$40,350.00
(Delete Wall Hydrants and add insulated Hose Bibbs)			
(Add Mop Sink)			
Sewer Tap Fee:			\$700.00
1-1/2" Water Meter:			\$750.00
23. HVAC:			\$20,500.00
26. Electrical:			\$93,925.00
31. Site Clearing & Earth Moving:			By Owner

ATTACHMENT 1

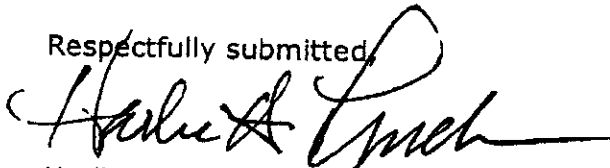
Book 35 Page 030

Subtotal:	\$520,705.00
Construction Managers Fee 9%	\$ 46,863.00
Guaranteed Maximum Price:	\$567,568.00

Add Alternate No. 1: Plumbing: Add sand/oil separator, floor drains, sump pump, and related piping. Add: \$16,350.00.

Exceptions: Permitting Fees are excluded, Performance and Payment Bond Excluded.

Respectfully submitted,



Harlie A. Lynch, Construction Manager

ALLOWANCES

CODE REVIEW COMMENTS PER LAFAYETTE BUILDING

DEPARTMENT

\$ 6,000.00

TOTAL GMP

\$ 573,568.00

ATTACHMENT 1

© 2013 CLEMONS, RUTHERFORD & ASSOCIATES, INC.

The Drawings, Specifications and other documents prepared by Clemons, Rutherford & Associates, Inc. (CRA) for this project are instruments of CRA for use solely with respect to this project and, unless otherwise provided, CRA shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of CRA's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. CRA's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to CRA.

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NEW PUBLIC WORKS BUILDING**

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# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <b>LANCE LAMB</b>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS</b>
MAILING ADDRESS <b>LAFAYETTE</b>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <b>MAYO</b>	NAME OF POLITICAL SUBDIVISION: 
DATE ON WHICH VOTE OCCURRED <b>4/28/14</b>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, LANCE LAMB, hereby disclose that on 4/28, 20 14:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, Paul Lamb \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*Invoice payable to Paul Lamb considered and approved to be paid.*

4/28/14

Date Filed

*[Signature]*

Signature

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**



Check History Report  
 Sorted By Check Number  
 Activity From: 4/28/2014 to 4/28/2014

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
051486	4/28/2014	CW	Culligan Water Conditioning	13.89	Auto
051487	4/28/2014	MTG	Matheson Tri-Gas Inc.	235.80	Auto
051488	4/28/2014	QMC	Quick Med Claims	465.60	Auto
051489	4/28/2014	VW	Verizon Wireless	367.03	Auto
051490	4/28/2014	A+T	A+ Trailers & Fabrication, Inc	620.38	Auto
051491	4/28/2014	APS	Alachua Pest Services, LLC	425.33	Auto
051492	4/28/2014	BPS	Best Plumbing Specialties	741.80	Auto
051493	4/28/2014	BR	Blue Rok, Inc.	5,614.05	Auto
051494	4/28/2014	BSG	Bobby's Stump Grinding	100.00	Auto
051495	4/28/2014	BTM	Bound Tree Medical, LLC.	260.52	Auto
051496	4/28/2014	CRIBBS	Cribbs & Sons, Inc.	1,941.37	Auto
051497	4/28/2014	CTI	Carrot - Top Industries	58.16	Auto
051498	4/28/2014	DE	Duke Energy	3,705.87	Auto
051499	4/28/2014	FAC	Florida Association of Countie	1,625.00	Auto
051500	4/28/2014	GLC	Greatamerica Financial Service	143.87	Auto
051501	4/28/2014	HRA	Harold R Arthur DMD, PA	467.00	Auto
051502	4/28/2014	JDC	John Deere Credit	1,114.00	Auto
051503	4/28/2014	JED	James E Davis	5,000.00	Auto
051504	4/28/2014	MBH	Meridian Behavioral Healthcare	3,000.00	Auto
051505	4/28/2014	MOS	McCrimon's Office Supply	44.50	Auto
051506	4/28/2014	MTCI	Mayo Truck Clinic, Inc.	624.00	Auto
051507	4/28/2014	PL	Paul Lamb	410.00	Auto
051508	4/28/2014	PRMC	Pearson's Ready Mix Concrete	1,129.82	Auto
051509	4/28/2014	QC	Quill Corporation	292.66	Auto
051510	4/28/2014	QM	Quadmed, Inc.	419.60	Auto
051511	4/28/2014	SLO	Shands @ Live Oak	316.36	Auto
051512	4/28/2014	SUF	Shands @ UF	3,342.97	Auto
051513	4/28/2014	SVE	Suwannee Valley Electric	1,370.29	Auto
051514	4/28/2014	SWH	S & W Healthcare	152.72	Auto
051515	4/28/2014	TCI	Tri-County Irrigation, Inc.	81.99	Auto
051516	4/28/2014	VI	Vulcan, Inc.	3,492.30	Auto
051517	4/28/2014	W	Windstream	3,218.79	Auto
051518	4/28/2014	W	Windstream	325.00	Auto
051519	4/28/2014	WOS	Ware Oil & Supply	681.00	Auto
051521	4/28/2014	DISH	Dish Network	102.05	Auto
051522	4/28/2014	MACL	Mayo Air Conditioning, LLC	5,400.00	Auto
051523	4/28/2014	MOS	McCrimon's Office Supply	39.25	Auto

Bank A Total: 47,342.97

Report Total: 47,342.97

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 28TH DAY OF APRIL, 2014.

*Lana Tal*  
*Gail F. Gannard*  
*Walter O. Hamlin*  
*Frank Rogers*  
*Ernest A. Jones*

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

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FROM THE LAFAYETTE COUNTY STATE BANK, ON APRIL 28, 2014.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
SUWANNEE VALLEY ELECTRIC	UTILITIES	552-430		\$ 101.99
TOTAL				\$ 101.99

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF APRIL, 2014.

Tommy Saul  
Gail F. Gamard  
Curtis O. Hamilton  
Jack B. Jones  
Darnest H. Jones

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

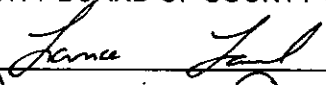
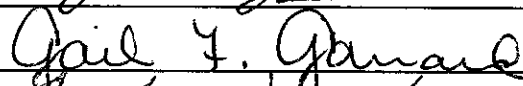
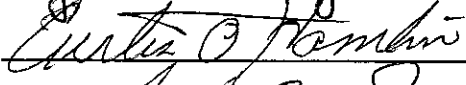
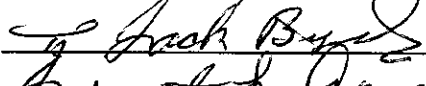
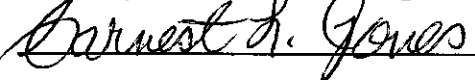
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

Book 35 Page 038

FROM THE FIRST FEDERAL BANK, ON APRIL 28, 2014.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
WINDSTREAM	COMMUNICATIONS	526-410		\$ 414.04
STATE OF FLORIDA	COMMUNICATIONS	526-410		\$ 568.26
TOTAL				\$ 982.30

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF APRIL, 2014.

**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE COURTHOUSE RENOVATION RESERVE FUND.

FROM THE FIRST FEDERAL SAVINGS BANK, ON APRIL 28, 2014.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Clemons, Rutherford, & Assoc.	PUBLIC WORKS BUILDING	519-630		\$ 11,866.48
TOTAL				\$ 11,866.48

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF APRIL, 2014.

James Lamb  
Gail F. Garrard  
Curtis B. Hamlin  
Jack B. ...  
Darrest D. Jones