

SPECIAL MEETING  
APRIL 23, 2008  
9:00 A.M.

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the commissioner's meeting room at the Courthouse in Mayo, Florida. The following members were present: Commissioner Charles Driver, Dist. 1; Commissioner Thomas E. Pridgeon, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner Jack Byrd, Dist. 4; and Lafayette County Attorney Leenette McMillan.

**CONTRACT – HARLIE LYNCH CONSTRUCTION, INC.**

On a motion by Mr. Hamlin and a second by Mr. Driver, the board voted unanimously to execute a contract with Harlie Lynch Construction Co. for a security and ADA project for the Courthouse and Emergency Operations Center/Jail. The County Clerk was authorized to sign the contract.

**S.C.R.A.P./S.C.O.P. AMENDED PROJECTS  
RESOLUTION 2008-4-SP-1**

On a motion by Mr. Jones and a second by Mr. Pridgeon, the board voted unanimously to have Ms. McMillan read Resolution 2008-4-SP-1. On a motion by Mr. Jones and a second by Mr. Hamlin, the board voted unanimously to approve the amended resolution.

**RESOLUTION 2008-4-SP-2**

On a motion by Mr. Jones and a second by Mr. Pridgeon, the board voted unanimously to have Ms. McMillan read Resolution 2008-4-SP-2. On a motion by Mr. Driver and a second by Mr. Hamlin, the board voted unanimously to approve the amended resolution.

**RESOLUTION 2008-4-SP-3**

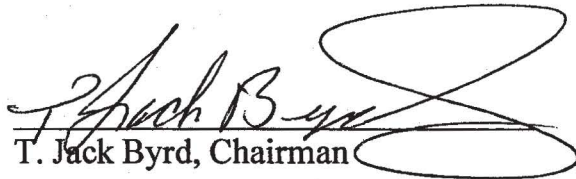
On a motion by Mr. Jones and a second by Mr. Pridgeon, the board voted unanimously to have Ms. McMillan read Resolution 2008-4-SP-3. On a motion by Mr. Driver and a second by Mr. Pridgeon, the board voted unanimously to approve the amended resolution.

**OFFER FROM BAY MEDICAL TO PURCHASE RESCUE 3**


The board considered an offer from Bay Medical to purchase Rescue 3 which is currently not in working order. On a motion by Mr. Hamlin and a second by Mr. Jones, the board voted unanimously to approve the offer from Bay Medical.

**ADJOURN**

On a motion by Mr. Jones and a second by Mr. Driver, the board voted unanimously to adjourn.

  
T. Jack Byrd, Chairman

Attest:

  
Ricky Lyons, Clerk



Approved this 28<sup>th</sup> day of April, 2008.

# AIA<sup>®</sup> Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24 day of April in the year 2008  
(In words, indicate day, month and year)

BETWEEN the Owner:  
(Name, address and other information)

Lafayette County Board of County Commissioners  
120 West Main Street  
Mayo, FL 32066  
Telephone Number: (386) 294-1600  
Fax Number: (386) 294-4231

and the Contractor:  
(Name, address and other information)

Harlie Lynch Construction Company  
P. O. Box 187  
Mayo, Florida 32066  
Telephone Number: 386-294-1891  
Fax Number: 386-294-3529

for the following Project:  
(Name, location, and detailed description)

07072 Lafayette Co Courthouse ADA Remodel  
Lafayette County Courthouse  
Mayo, FL

The Architect:  
(Name, address and other information)

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, FL 32308  
Telephone Number: 850-385-6153  
Fax Number: 850-386-8420

The Owner and Contractor agree as follows.

### 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™-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.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

The Contractor shall achieve Substantial Completion of the entire Work as listed below.

Portion of Work	Substantial Completion Date
1. ADA	June 20, 2008
2. Remaining Scope	September 20, 2008

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

To pay as liquidated damages, the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) for each consecutive calendar day after the date for substantial completion, as specified in the Contract; to pay the sum of one-fourth (1/4) of the rate previously indicated for each consecutive calendar day beginning thirty (30) days after substantial completion, and until final completion as specified in the Contract; to allow to be withheld three (3) times the installed market value of any item on punch list as determined by the Architect, that has not been completed at the time of final completion.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty-five Thousand One Hundred Fourteen Dollars and Zero Cents (\$ 125,114.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon 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 bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit
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§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Clock Tower Structure Repair	\$60,000.00 Scope and payment of allowance to be negotiated.

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed

above, payment shall be made by the Owner not later than Fifteen ( 15 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

#### ARTICLE 6 DISPUTE RESOLUTION

##### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

##### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

7% per annum

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Ricky Lyons  
120 West Main Street  
Mayo, FL 32066

§ 8.4 The Contractor's representative:

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User Notes:

(3538953900)

(Name, address and other information)

Harlie A. Lynch  
P. O. Box 187  
Mayo, Florida 32066

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: See Attachment "A"

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: See Attachment "B"

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	4/9/2008	15

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract



Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)


ARTICLE 10 INSURANCE AND BONDS

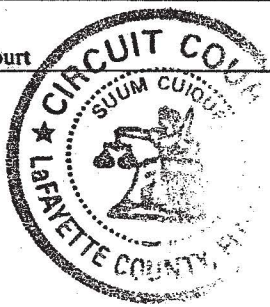
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.


(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Performance and Payment Bond not required.	

This Agreement entered into as of the day and year first written above.

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



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

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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BOOK 28 PAGE 310  
RESOLUTION 2008-4-SP-1

WHEREAS, the Florida Department of Transportation has offered Lafayette County supplemental agreement #1 in the amount of \$197,949 to financial project ID: 406816-6-58-01, and

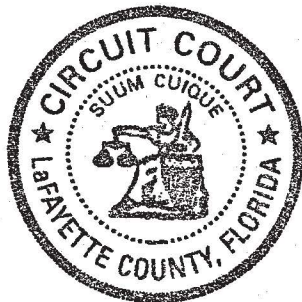
WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into an agreement for the resurfacing of CR 357 from Dixie County Line to SR 51 in Lafayette County, and

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

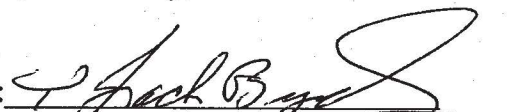
WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

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 special session this 23<sup>rd</sup> day of April, 2008.



Board of County Commissioners  
Lafayette County, Florida

By:   
T. Jack Byrd, Chairman

Attest:

  
Ricky Lyons, Clerk

PROJECT DESCRIPTION

Lafayette County Board of County Commissioners Post Office Box 88 Mayo, FL 32066	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT Number 1	Financial Project ID: <u>406816-6-58-01</u>
		CONTRACT NO. <u>AOX08</u>

PROJECT DESCRIPTION

The Lafayette County Board of County Commissioners desires to supplement the Agreement entered into and executed on 9/25/2007 as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement are described as follows:

Name: CR 357 Length: N/A

Termini: from the Dixie County Line to SR 51

Description of Work: Mill & Resurface

Reason for Supplement: The Department agrees to pay the Lafayette County Board of County Commissioners an additional \$197,949.00 for escalated construction cost for the original project.

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E. <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total PE Cost			
Right-of-Way <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total Right of Way Cost			
Construction <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> <u>2007-2008</u> Total Contract Costs			
Construction Engineering and Inspection <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total Construction Engineering			
Total Construction Cost			
<b>ESTIMATED TOTAL COST OF THE PROJECT</b>	<b>\$1,904,907.00</b>		

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

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

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

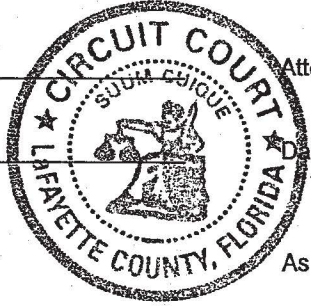
By: [Signature]  
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By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: [Signature]  
Title: \_\_\_\_\_

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

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



As to form:

As to form:

\_\_\_\_\_  
Attorney

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

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

RESOLUTION 2008-4-SP-2

WHEREAS, the Florida Department of Transportation has offered Lafayette County supplemental agreement #1 in the amount of \$32,844 to financial project ID: 406816-5-58-01, and

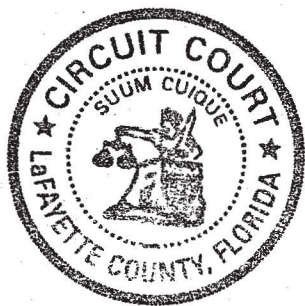
WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into an agreement for the resurfacing of CR 340 from CR 355 to Parker Road in Lafayette County, and

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

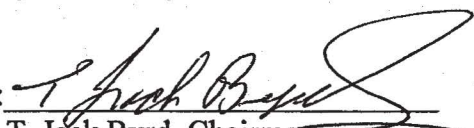
WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

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 special session this 23<sup>rd</sup> day of April, 2008.



Board of County Commissioners  
Lafayette County, Florida

By:   
T. Jack Byrd, Chairman

Attest:

  
Ricky Lyons, Clerk



Lafayette County Board of County Commissioners Post Office Box 88 Mayo, FL 32066	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL AGREEMENT Number 1	Financial Project ID: <u>406816-5-58-01</u>
		CONTRACT NO. <u>AOX09</u>

**PROJECT DESCRIPTION**

The Lafayette County Board of County Commissioners desires to supplement the Agreement entered into and executed on 9/25/2007 as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement are described as follows:

Name: CR 340 Length: N/A

Termini: from CR 355 to Parker Road

Description of Work: Mill & Resurface

Reason for Supplement: The Department agrees to pay the Lafayette County Board of County Commissioners an additional \$32,844.00 for escalated construction cost for the original project.

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E. <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total PE Cost			
Right-of-Way <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total Right of Way Cost			
Construction <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> <u>2007-2008</u> Total Contract Costs			
Construction Engineering and Inspection <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total Construction Engineering			
Total Construction Cost			
<b>ESTIMATED TOTAL COST OF THE PROJECT</b>	<b>\$ 459,732.00</b>		

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

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

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

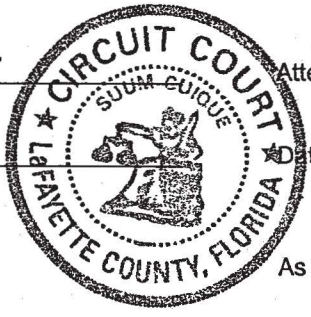
By: T Jack Byrd  
Title: \_\_\_\_\_

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

Attest: Roby Lyon  
Title: \_\_\_\_\_

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

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



As to form:

As to form:

\_\_\_\_\_  
Attorney

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

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

RESOLUTION 2008-4-SP-3

WHEREAS, the Florida Department of Transportation has offered Lafayette County supplemental agreement #1 in the amount of \$88,309 to financial project ID: 212307-2-58-01, and

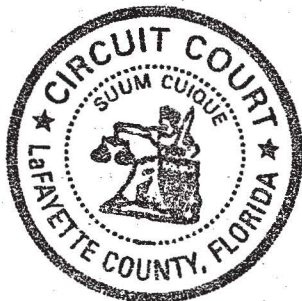
WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into an agreement for the widening and resurfacing of CR 270 from CR 53 to NW CR 251 in Lafayette County, and

WHEREAS, the Florida Department of Transportation has provided a "State of Florida Department of Transportation, Small County Outreach 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 special session this 23<sup>rd</sup> day of April, 2008.



Board of County Commissioners  
Lafayette County, Florida

By:   
T. Jack Byrd, Chairman

Attest:

  
Ricky Lyons, Clerk

PROJECT DESCRIPTION

The Honorable Jack Bryd, Chairman Lafayette County Board of County Commissioners Post Office Box 88 Mayo, Florida 32066	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SUPPLEMENTAL                  AGREEMENT                  Number 1</b>	<b>Financial Number: 212307-2-58-01</b>
		<b>CONTRACT NO. AOX15</b>

PROJECT DESCRIPTION

The Florida Department of Transportation desires to supplement the Agreement entered into and executed on 9-25-07 as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement are described as follows:

Name: CR 270 Length N/A

Termini: from CR 53 to NW CR 251

Description of Work: Widening and Resurfacing

Reason for Supplement: The Department agrees to pay the Lafayette County Board of County Commissioners an additional \$88,309.00 for escalated construction cost for the original project.

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>P.E.</b> <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> Total PE Cost			
<b>Right-of-Way</b> <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> Total Right of Way Cost			
<b>Construction</b> <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> <u>2007-2008</u> Total Contract Costs	\$ 417,588.00 \$ 88,309.00 \$ 505,897.00		\$ 417,588.00 88,309.00 \$ 505,897.00
<b>Construction Engineering and Inspection</b> <u>2005-2006</u> <u>2006-2007</u> <u>2007-2008</u> <u>2008-2009</u> Total Construction Engineering			
Total Construction Cost	\$ 505,897.00		\$ 505,897.00
<b>ESTIMATED TOTAL COST OF THE PROJECT</b>	\$ 505,897.00		\$ 505,897.00

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

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

By: [Signature]  
Title: \_\_\_\_\_

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

Attest: [Signature]  
Title: \_\_\_\_\_

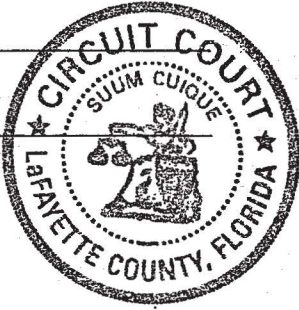
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

As to form: \_\_\_\_\_

As to form: \_\_\_\_\_



\_\_\_\_\_  
Attorney

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

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